

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

FORM 3

AMENDED REPORT

<b>APPLICATION FOR PERMIT TO DRILL</b>						<b>1. WELL NAME and NUMBER</b> Gardner 12-36-3-2E																																			
<b>2. TYPE OF WORK</b> DRILL NEW WELL <input checked="" type="checkbox"/> REENTER P&A WELL <input type="checkbox"/> DEEPEN WELL <input type="checkbox"/>						<b>3. FIELD OR WILDCAT</b> UNDESIGNATED																																			
<b>4. TYPE OF WELL</b> Oil Well Coalbed Methane Well: NO						<b>5. UNIT or COMMUNITIZATION AGREEMENT NAME</b>																																			
<b>6. NAME OF OPERATOR</b> CRESCENT POINT ENERGY U.S. CORP						<b>7. OPERATOR PHONE</b> 720 880-3621																																			
<b>8. ADDRESS OF OPERATOR</b> 555 17th Street, Suite 750, Denver, CO, 80202						<b>9. OPERATOR E-MAIL</b> abaldwin@crecidentpointenergy.com																																			
<b>10. MINERAL LEASE NUMBER (FEDERAL, INDIAN, OR STATE)</b> FEE			<b>11. MINERAL OWNERSHIP</b> FEDERAL <input type="checkbox"/> INDIAN <input type="checkbox"/> STATE <input type="checkbox"/> FEE <input checked="" type="checkbox"/>			<b>12. SURFACE OWNERSHIP</b> FEDERAL <input type="checkbox"/> INDIAN <input type="checkbox"/> STATE <input type="checkbox"/> FEE <input checked="" type="checkbox"/>			<b>13. NAME OF SURFACE OWNER (if box 12 = 'fee')</b> Shane W. Gardner			<b>14. SURFACE OWNER PHONE (if box 12 = 'fee')</b> 435-823-7015																													
<b>15. ADDRESS OF SURFACE OWNER (if box 12 = 'fee')</b> RT 1 Box 1346, Roosevelt, UT 84066						<b>16. SURFACE OWNER E-MAIL (if box 12 = 'fee')</b>																																			
<b>17. INDIAN ALLOTTEE OR TRIBE NAME (if box 12 = 'INDIAN')</b>			<b>18. INTEND TO COMMINGLE PRODUCTION FROM MULTIPLE FORMATIONS</b> YES <input type="checkbox"/> (Submit Commingling Application) NO <input checked="" type="checkbox"/>			<b>19. SLANT</b> VERTICAL <input checked="" type="checkbox"/> DIRECTIONAL <input type="checkbox"/> HORIZONTAL <input type="checkbox"/>			<b>20. LOCATION OF WELL</b>			<b>FOOTAGES</b>			<b>QTR-QTR</b>			<b>SECTION</b>			<b>TOWNSHIP</b>			<b>RANGE</b>			<b>MERIDIAN</b>														
<b>LOCATION AT SURFACE</b>						2134 FSL 565 FWL						NWSW						36						3.0 S						2.0 E						U					
<b>Top of Uppermost Producing Zone</b>						2134 FSL 565 FWL						NWSW						36						3.0 S						2.0 E						U					
<b>At Total Depth</b>						2134 FSL 565 FWL						NWSW						36						3.0 S						2.0 E						U					
<b>21. COUNTY</b> UINTAH						<b>22. DISTANCE TO NEAREST LEASE LINE (Feet)</b> 565						<b>23. NUMBER OF ACRES IN DRILLING UNIT</b> 40																													
<b>25. DISTANCE TO NEAREST WELL IN SAME POOL (Applied For Drilling or Completed)</b> 920						<b>26. PROPOSED DEPTH</b> MD: 8079 TVD: 8079																																			
<b>27. ELEVATION - GROUND LEVEL</b> 4802						<b>28. BOND NUMBER</b> LPM9080271						<b>29. SOURCE OF DRILLING WATER / WATER RIGHTS APPROVAL NUMBER IF APPLICABLE</b> 43-12534																													
<b>Hole, Casing, and Cement Information</b>																																									
<b>String</b>	<b>Hole Size</b>	<b>Casing Size</b>	<b>Length</b>	<b>Weight</b>	<b>Grade &amp; Thread</b>	<b>Max Mud Wt.</b>	<b>Cement</b>	<b>Sacks</b>	<b>Yield</b>	<b>Weight</b>																															
COND	24	16	0 - 40	65.0	H-40 ST&C	8.3	No Used	0	0.0	0.0																															
SURF	12.25	8.625	0 - 1500	24.0	J-55 ST&C	8.3	Class G	630	1.15	15.8																															
PROD	7.875	5.5	0 - 8079	17.0	N-80 LT&C	10.0	Light (Hibond)	245	3.82	11.0																															
							Class G	505	1.65	13.1																															
<b>ATTACHMENTS</b>																																									
<b>VERIFY THE FOLLOWING ARE ATTACHED IN ACCORDANCE WITH THE UTAH OIL AND GAS CONSERVATION GENERAL RULES</b>																																									
<input checked="" type="checkbox"/> WELL PLAT OR MAP PREPARED BY LICENSED SURVEYOR OR ENGINEER												<input checked="" type="checkbox"/> COMPLETE DRILLING PLAN																													
<input checked="" type="checkbox"/> AFFIDAVIT OF STATUS OF SURFACE OWNER AGREEMENT (IF FEE SURFACE)												<input type="checkbox"/> FORM 5. IF OPERATOR IS OTHER THAN THE LEASE OWNER																													
<input type="checkbox"/> DIRECTIONAL SURVEY PLAN (IF DIRECTIONALLY OR HORIZONTALLY DRILLED)												<input checked="" type="checkbox"/> TOPOGRAPHICAL MAP																													
<b>NAME</b> Kristen Johnson						<b>TITLE</b> Regulatory Technician						<b>PHONE</b> 303 308-6270																													
<b>SIGNATURE</b>						<b>DATE</b> 12/04/2014						<b>EMAIL</b> kjohnson@crecidentpointenergy.com																													
<b>API NUMBER ASSIGNED</b> 43047550950000						<b>APPROVAL</b>  Permit Manager																																			

Crescent Point Energy U.S. Corp  
**Gardner 12-36-3-2E**  
 NW/SW of Section 36, T3S, R2E, USB&M  
 2134' FSL & 565' FWL  
 Uintah County, Utah

## DRILLING PLAN

### 1-2. Geologic Surface Formation and Estimated Tops of Important Geologic Markers

Formation	Depth – TVD/MD
Uinta	Surface
Upper Green River Marker	3,924'
Mahogany	4,455'
Garden Gulch (TGR3)	5,527'
Douglas Creek	6,626'
Black Shale	6,599'
Castle Peak	6,855'
Uteland	7,122'
Wasatch	7,279'
TD	8,079'

### 3. Estimated Depths of Anticipated Water, Oil, Gas Or Minerals

Green River Formation (Oil)      3,924' – 7,279'  
 Wasatch Formation (Oil)          7,279' – 8,079'

Fresh water may be encountered in the Uinta Formation, but would not be expected below 350'. All usable (>10,000 PPM TDS) water and prospectively valuable minerals (as described by DOGM at onsite) encountered during drilling will be recorded by depth and adequately protected.

All water shows and water bearing geologic units will be reported to the geologic and engineering staff of the DOGM prior to running the next string of casing or before plugging orders are requested. Usage of the State of Utah form *Report of Water Encountered* is acceptable, but not required. All water shows must be reported within one (1) business day after being encountered. Detected water flows shall be sampled, analyzed, and reported to the geologic and engineering staff at the DOGM. The DOGM may request additional water samples for further analysis.

The following information is requested for water shows and samples where applicable:

Location & Sample Interval	Date Sampled
Flow Rate	Temperature
Hardness	pH
Water Classification (State of Utah)	Dissolved Calcium (Ca) (mg/l)
Dissolved Iron (Fe) (ug/l)	Dissolved Sodium (Na) (mg/l)
Dissolved Magnesium (Mg) (mg/l)	Dissolved Carbonate (CO <sub>3</sub> ) (mg/l)
Dissolved Bicarbonate (NaHCO <sub>3</sub> ) (mg/l)	Dissolved Chloride (Cl) (mg/l)
Dissolved Sulfate (SO <sub>4</sub> ) (mg/l)	Dissolved Total Solids (TDS) (mg/l)

4. Proposed Casing & Cementing Program*Casing Design:*

Size	Interval		Weight	Grade	Coupling	Design Factors			
	Top	Bottom				Burst	Collapse	Tension	
<b>Conductor</b> <b>16"</b> <b>Hole Size 24"</b>	0'	40'	65	H-40	STC	1,640	670	439	API
<b>Surface casing</b> <b>8-5/8"</b> <b>Hole Size 12-1/4"</b>	0'	1,500'	24	J-55	STC	2,950 405 5.79	1,370 696 1.93	244,000 24,000 10.44	API Load SF
<b>Prod casing</b> <b>5-1/2"</b> <b>Hole Size 7- 7/8"</b>	0'	8,079'	17	E-80	LTC	7,740 6,200 1.82	6,290 3,700 1.52	348,000 124,000 2.53	API Load SF

*Assumptions:*

1. Surface casing max anticipated surface pressure (MASP) = Frac gradient – gas gradient
2. Production casing MASP (production mode) = Pore pressure – gas gradient
3. All collapse calculations assume fully evacuated casing w/gas gradient
4. All tension calculations assume air weight

Frac gradient at surface casing shoe = 10.0 ppg  
Pore pressure at surface casing shoe = 8.33 ppg  
Pore pressure at prod casing shoe = 8.33 ppg  
Gas gradient = 0.115 psi/ft

## Minimum Safety Factors:

Burst = 1.000  
Collapse = 1.125  
Tension = 1.800

All casing shall be new or, if used, inspected and tested. Used casing shall meet or exceed API standards for new casing.

All casing strings shall have a minimum of one (1) centralizer per joint on the bottom three joints.

*Cementing Design:*

Job	Fill	Description	Excess	Sacks	Weight (ppg)	Yield (ft <sup>3</sup> /sk)
Surface casing	1500' - surface	Class V 2% chlorides	75%	630	15.8	1.15
Prod casing Lead	3900' to Surface	Hifill Class V 3% chlorides	25% in open-hole, 0% in cased hole	245	11	3.82
Prod casing Tail	TD to 3900'	Class G 10% chlorides	15%	505	13.1	1.65

\*Actual volume pumped will have excess over gauge hole or caliper log if available

- Compressive strength of tail cement: 500 psi @ 7 hours

Waiting On Cement: A minimum of four (4) hours shall elapse prior to attempting any pressure testing of the BOP equipment which would subject the surface casing cement to pressure, and a minimum of six (6) hours shall elapse before drilling out of the wiper plug, cement, or shoe. WOC time shall be recorded in the Driller's Log. Compressive strength shall be a minimum of 500 psi prior to drilling out.

The DOGM Roosevelt Field Office shall be notified, with sufficient lead time, in order to have a DOGM representative on location while running all casing strings and cementing.

The 8-5/8" surface casing shall in all cases be cemented back to surface. In the event that during the primary surface cementing operation the cement does not circulate to surface, or if the cement level should fall back more than 8 feet from surface, then a remedial surface cementing operation shall be performed to insure adequate isolation and stabilization of the surface casing.

The production casing cementing program shall be conducted as approved to protect and/or isolate all usable water zones, potentially productive zones, lost circulation zones, abnormally pressured zones, and any prospectively valuable deposits of minerals.

As a minimum, usable water zones shall be isolated and/or protected by having a cement top for the production casing at least 200 feet above the base of the usable water. If gilsonite is encountered while drilling, it shall be isolated and/or protected via the cementing program.

Top plugs shall be used to reduce contamination of cement by displacement fluid. A Tuned spacer will be used to prevent contamination of the lead cement by the drilling mud.

All casing strings below the conductor shall be pressure tested to 0.22 psi per foot of casing string length or to 1500 psi, whichever is greater, but not to exceed 70% of the minimum internal yield. If pressure declines more than 10% in 30 minutes, corrective action shall be taken.

A Form 9, "Sundry Notices and Reports on Wells" shall be filed with the DOGM within 30 days after the work is completed. This report must include the following information:

Setting of each string of casing showing the size, grade, weight of casing set, depth, amounts and type of cement used, whether cement circulated of the top of the cement behind the casing, depth of the cementing tools used, casing method and results, and the date of the work done. Spud date will be shown on the first reports submitted.

5. Drilling Fluids Program

The Conductor section (from 0' to 40') will be drilled by Auger and final depth determined by when the black shale is encountered with a minimum depth of 40'.

The surface interval will then be drilled to  $\pm 1500'$  with air/mist system. The air rig is equipped with a 6 ½" blooie line that is straight run to the reserve pit. A variance is in request for this operation. The request can be found in Section 12 of this plan.

From  $\pm 1500'$  to TD, a brine water system will be utilized. Clay inhibition and hole stability will be achieved with a polymer (DAP) additive; the reserve pit will be lined to address this additive. This brine water system will typically contain Total Dissolved Solids (TDS) of less than 3000 PPM. Anticipated mud weight is 9.5 lbs/gal. If it is necessary to control formation fluids or pressure, the system will be weighted with the addition of brine, and if pressure conditions warrant, barite and/or calcium carbonate will be used as a weighting agent. There will be enough weighting agent on location to increase the entire system to 11.0 ppg MW.

No chromate additives will be used in the mud system on Federal and/or Indian lands without prior DOGM approval to ensure adequate protection of fresh water aquifers.

No chemicals subject to reporting under SARA Title III in an amount equal to or greater than 10,000 pounds will be used, produced, stored, transported, or disposed of annually in association with the drilling, testing, or completing of this well. Furthermore, no extremely hazardous substances, as defined in 40 CFR 355, in threshold planning quantities, will be used, produced, stored, transported, or disposed of in association with the drilling, testing, or completing of this well.

Hazardous substances specifically listed by the EPA as a hazardous waste or demonstrating characteristics of a hazardous waste will not be used in drilling, testing, or completion operations.

Crescent Point Energy will visually monitor pit levels and flow from the well during drilling operations.

6. Minimum Specifications for Pressure Control

When drilling the 12 ¼" surface hole, an annular diverter or rotating head will be used for well control.

A 3,000 psi BOP system or better will be used on this well. All equipment will be installed and tested per Onshore Order No. 2.

The configuration is as follows:

- Float in drillstring
- Inside BOP or safety valve
- Safety valve with same pipe threading
- Rotating Head below rotary table
- Fillup line
- 11" Annular Preventer – rated to 3,000 psi minimum
- 11" bore, 4-1/2" pipe ram – rated to 3,000 psi minimum
- 11" bore, Blind Ram – rated to 3,000 psi minimum
- 11" bore Drilling Spool with 2 side outlets (Choke side at 3" minimum & Kill side at 2" minimum)
  - 2 Kill line valves at 2" minimum – one with a check valve
  - Kill line at 2" minimum
  - 2 Choke line valves at 3" minimum
  - Choke line at 3" minimum

- 2 adjustable chokes on manifold
- Pressure gauge on choke manifold

#### 7. BOPE Test Criteria

A Function Test of the Ram BOP equipment shall be made every trip and annular preventer every week. All required BOP tests and/or drills shall be recorded in the Driller's Report.

Chart recorders will be used for all pressure tests. Test charts, with individual test results identified, shall be maintained on location while drilling and shall be made available to DOGM representatives upon request.

At a minimum, the Annular preventer will be tested to 50% of its rating for ten minutes. All other equipment (Rams, valves, manifold) will be tested at 3,000 psi for 10 minutes with a test plug. If rams are to be changed for any reason post drillout, the rams will be tested to 70% of surface casing internal yield.

At a minimum, the above pressure tests will be performed when such conditions exist:

- BOP's are initially installed
- Whenever a seal subject to pressure test is broken
- Following repairs to the BOPs
- Every 30 days

#### 8. Accumulator

The Accumulator will have sufficient capacity to open the hydraulically-controlled choke line valve (HCR), close both rams and annular preventer as well maintain 200 psi above nitrogen precharge of the accumulator without use of accumulator pumps. The fluid reservoir volume will be double the usable volume of the accumulator system. The fluid level will be maintained per manufacturer's specifications.

The BOP system will have two independent power sources to close both rams and annular preventer, while opening HCR. Nitrogen bottles will be one source and electric and/or air powered pumps will be the other.

The accumulator precharge will be conducted every 6 months and maintained to be within the specifications of Onshore Order No. 2

A manual locking device or automatic locking device will be installed on both ram preventers and annular preventer.

Remote controls will be readily accessible to the driller and be capable of closing all preventers. Main controls will be available to allow full functioning of all preventers and HCR.

#### 9. Testing, Logging and Coring Programs

The logging program will consist of a Gamma Ray log from TD to base of surface casing @ +/- 1100'. A cement bond log will be run from PBTD to top of cement. No drill stem testing or coring is planned for this well.

10. Anticipated Abnormal Pressures or Temperature

No abnormal temperatures or pressures are anticipated. No hydrogen sulfide has been encountered or is known to exist from previous wells drilled to similar depths in this area.

Maximum anticipated bottomhole pressure will be approximately equal to total depth in feet multiplied by a 0.52 psi/ft gradient, and a maximum anticipated surface pressure will be approximately equal to the bottomhole pressure calculated minus the pressure of a partially evacuated hole calculated at a 0.22 psi/foot gradient.

11. Anticipated Starting Date and Duration of Operations

It is anticipated that drilling operations will commence as soon as possible following permit approval and will take approximately ten (10) days from spud to rig release and two weeks for completions.

12. Variations Requested from Onshore Order No. 2

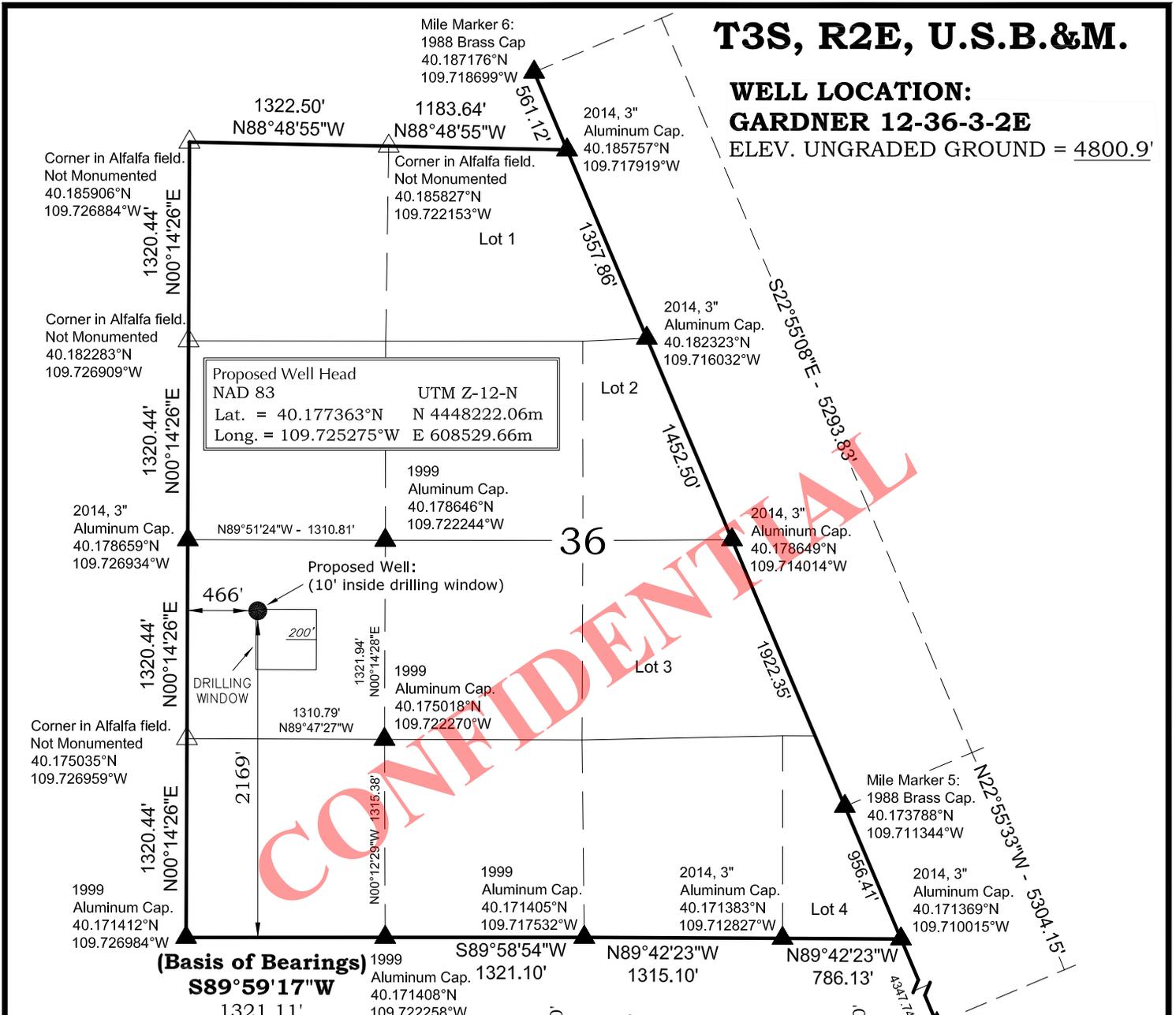
1. A diverter is utilized for surface air drilling, rather than a lubricated rotating head.
2. The blooie line is 45 ft from the wellbore rather than 100 ft and is not anchored down.
3. The blooie line is not equipped with an automatic igniter or continuous pilot light.
4. The compressor is located on the rig itself and not 100 ft from the wellbore.
5. The requirement for an Formation Integrity Test (FIT) or a Leak Off Test (LOT)

CONFIDENTIAL

**T3S, R2E, U.S.B.&M.**

**WELL LOCATION:  
GARDNER 12-36-3-2E**

ELEV. UNGRADED GROUND = 4800.9'



CONFIDENTIAL

**NOTES:**

- ▲ = Section Corners Located
- △ = Section Corners Located Not Monumented
- 1. Well footages are measured at right angles to the Section Lines.
- 2. Bearings and distances shown on this plat are based upon a local Cartesian Grid which is oriented to Geodetic North at the SE Corner of Section 36, T3S, R1E, U.S.B.&M. the grid having a mean project height of 5,000'. Lineal units used are U.S. Survey Foot. Trimble G.P.S. equipment was used in performance of this survey.
- 3. Latitude and Longitude are NAD 83 (2011) Epoch 2010. Elevations are NAVD 88. Both derived from the Utah Virtual Reference Station Control System (VRS).

**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**WELL PLAT**

**GARDNER 12-36-3-2E  
2169' FSL, 466' FWL**

**NW ¼ SW ¼ OF SECTION 36, T3S, R2E,  
U.S.B.&M., UTAH COUNTY, UTAH.**

**SCALE**

**SURVEYOR'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PROFESSIONAL LAND SURVEYOR  
LICENCE No. 6028691  
STATE OF UTAH

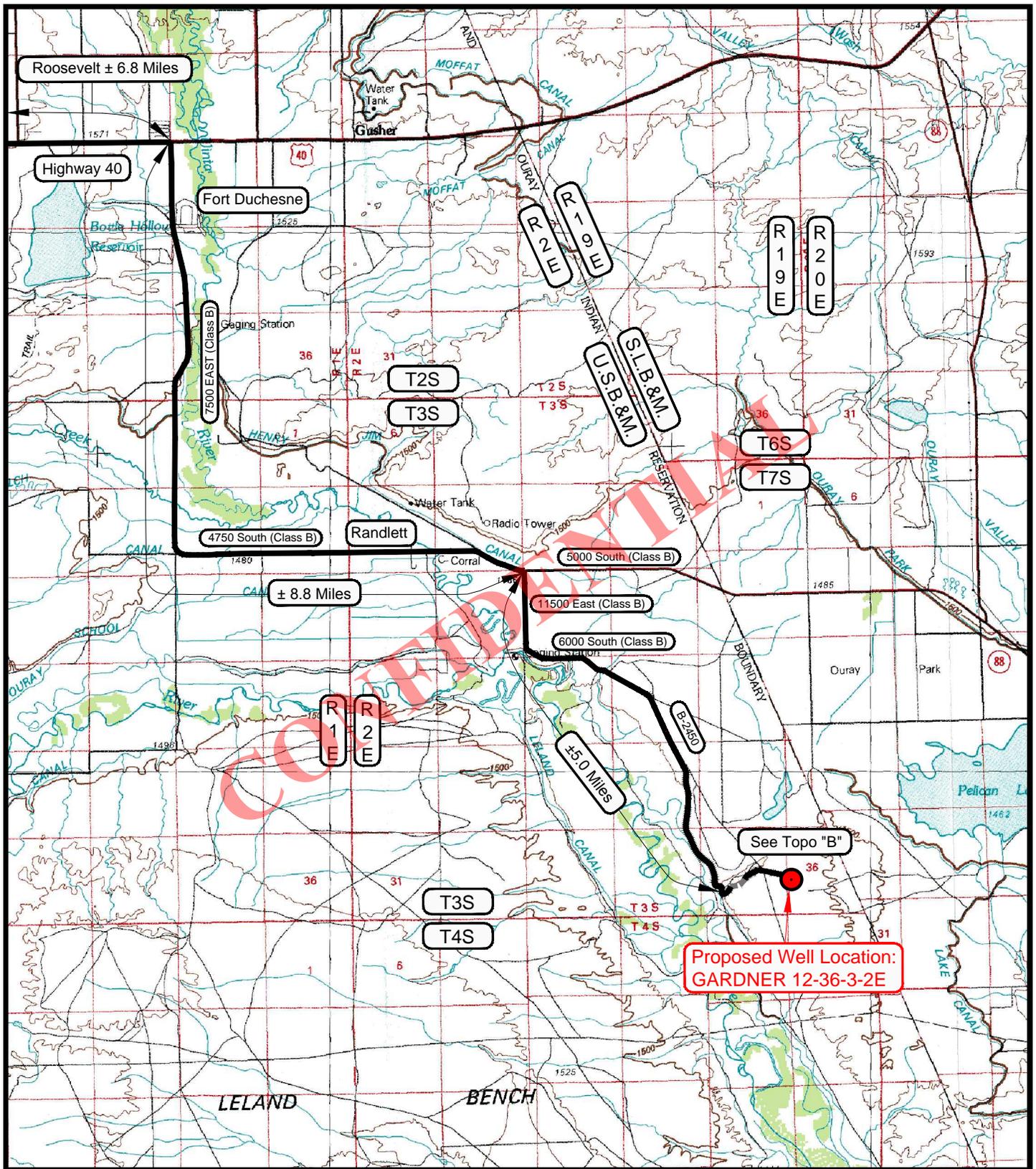
*John R. Staugh*  
JOHN R. STAUGH

**TIMBERLINE**

(435) 789-1365

ENGINEERING & LAND SURVEYING, INC.  
209 NORTH 300 WEST - VERNAL, UTAH 84078

DATE SURVEYED: 1-12-15	SURVEYED BY: A.F.	SHEET
DATE DRAWN: 1-16-15	DRAWN BY: S.A.	<b>1</b> OF 13
SCALE: 1" = 1000'	Date Last Revised:	



Proposed Well Location:  
GARDNER 12-36-3-2E

**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**WELL - GARDNER 12-36-3-2E**

**2169' FSL & 466' FWL**

**LOCATED IN SECTION 36, T3S, R2E,  
U.S.B.&M., UINTAH COUNTY, UTAH.**

**LEGEND**

- PROPOSED ACCESS ROAD
- = SUBJECT WELL
- = OTHER WELLS
- = EXISTING ROAD
- = EXISTING ROAD (TO BE IMPROVED)
- (B-5460) = COUNTY ROAD CLASS & NUMBER



TOPOGRAPHIC MAP "A"

DATE SURVEYED: 1-12-15

DATE DRAWN: 1-16-15

SCALE: 1:100,000

DRAWN BY: S.A.

REVISED:

**TIMBERLINE**

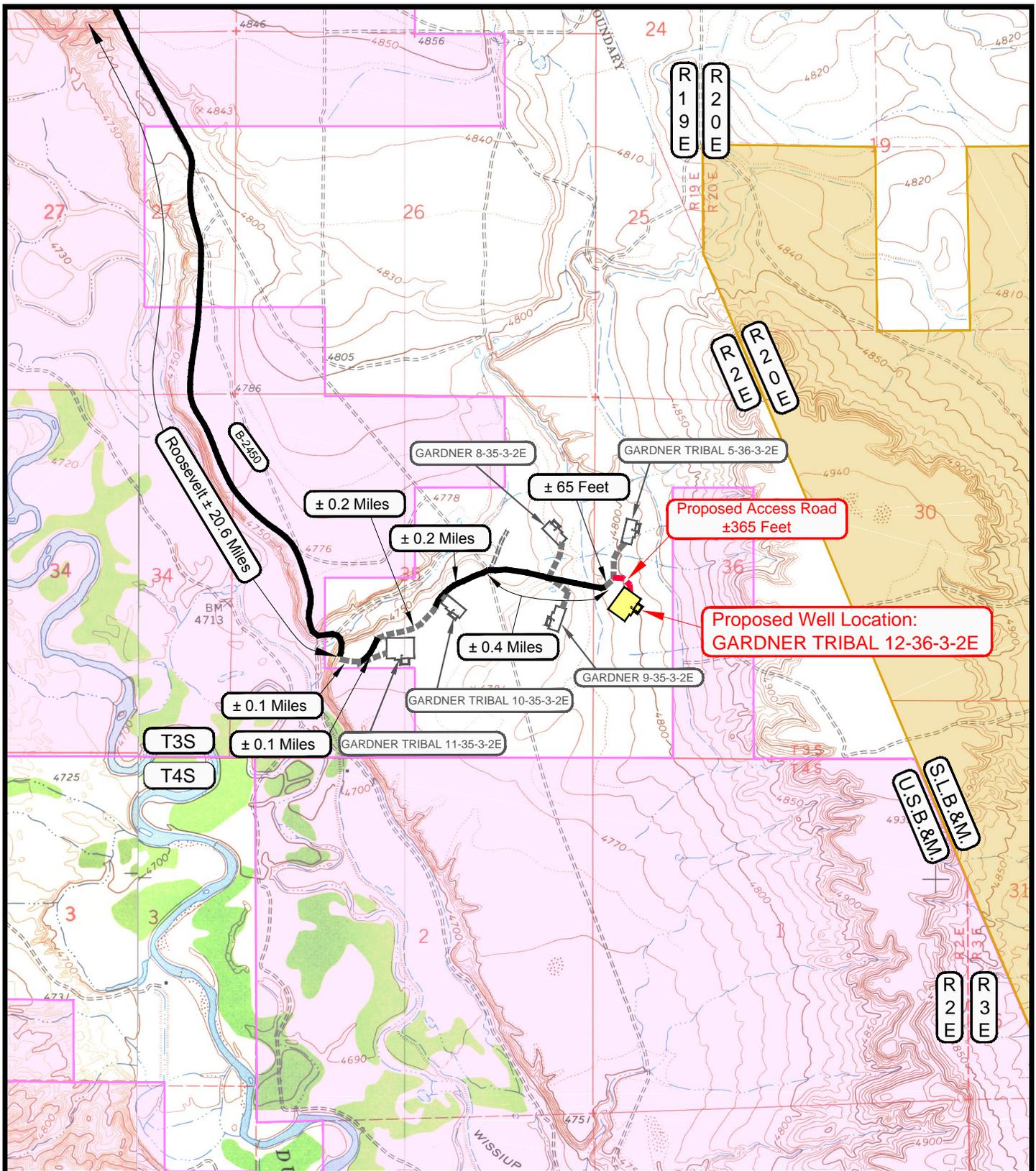
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209 NORTH 300 WEST - VERNAL, UTAH 84078

SHEET

**6**

OF 13



**LEGEND**

- PROPOSED ACCESS ROAD
- = SUBJECT WELL
- = OTHER WELLS
- = EXISTING ROAD
- = EXISTING ROAD (TO BE IMPROVED)
- = PROPOSED WELL
- B-5460 = COUNTY ROAD CLASS & NUMBER
- = LEASE LINE AND / OR PROPERTY LINE
- = B.L.M. LANDS
- = UTE INDIAN TRIBE
- = FEE

**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**WELL - GARDNER 12-36-3-2E**

**2169' FSL & 466' FWL**

**LOCATED IN SECTION 36, T3S, R2E,  
U.S.B.&M., UTAH COUNTY, UTAH.**

TOPOGRAPHIC MAP "B"

DATE SURVEYED: 1-12-15

DATE DRAWN: 1-16-15

REVISED:

SCALE: 1" = 2000'

DRAWN BY: S.A.

**TIMBERLINE**

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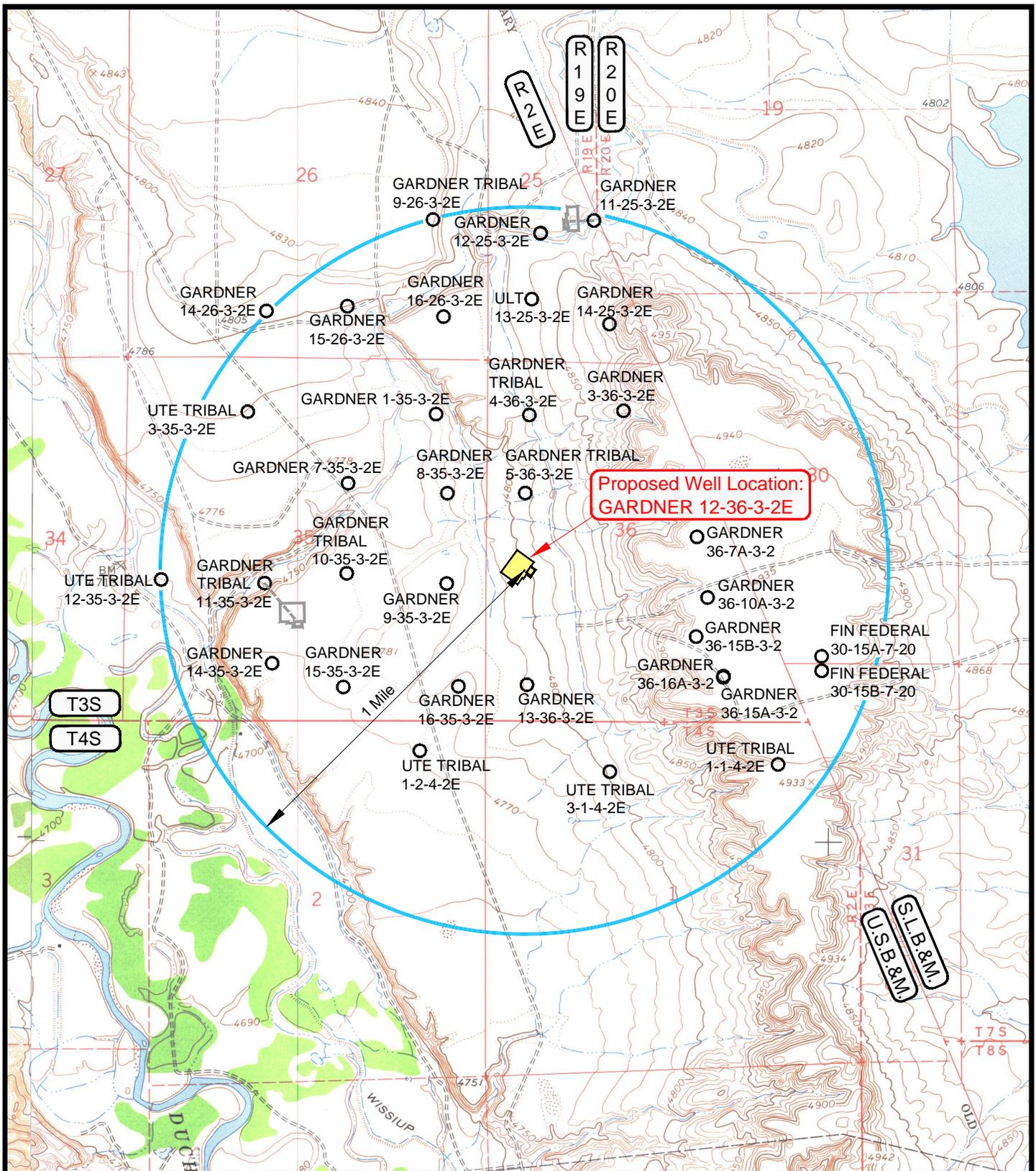
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209 NORTH 300 WEST - VERNAL, UTAH 84078

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OF 13

RECEIVED: February 04, 2015



## CRESCENT POINT ENERGY

555 17th Street, Suite 1800 - Denver, Colorado 80202

**WELL - GARDNER 12-36-3-2E**  
**2169' FSL & 466' FWL**  
**LOCATED IN SECTION 36, T3S, R2E,**  
**U.S.B.&M., UINTAH COUNTY, UTAH.**

### LEGEND

- |                    |                                |
|--------------------|--------------------------------|
| ⊘ = DISPOSAL WELL  | ⊘ = WATER WELL                 |
| ● = PRODUCING WELL | ● = ABANDONED WELL             |
| ● = SHUT IN WELL   | ● = TEMPORARILY ABANDONED WELL |
| ○ = PROPOSED WELL  | ⊙ = ABANDONED LOCATION         |



TOPOGRAPHIC MAP "C"

DATE SURVEYED: 1-12-15

DATE DRAWN: 1-16-15

SCALE: 1" = 2000'

DRAWN BY: S.A.

REVISED:

**TIMBERLINE**

(435) 789-1365

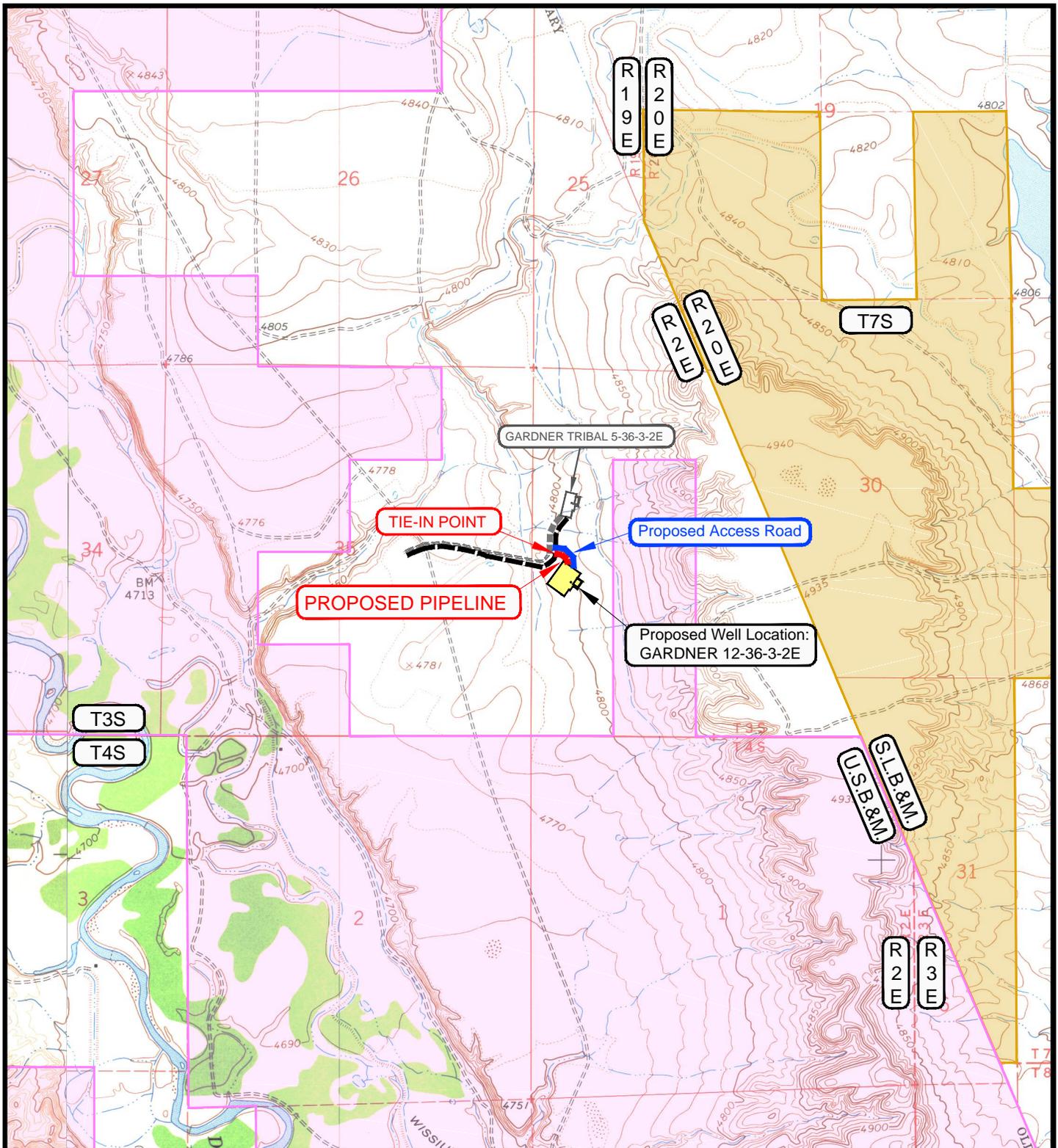
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 209 NORTH 300 WEST - VERNAL, UTAH 84078

SHEET

8

OF 13

RECEIVED: February 04, 2015



**APPROXIMATE PIPELINE LENGTH = ±275 FEET**

**LEGEND**

- - - - - = PROPOSED PIPELINE
- - - - - = OTHER PIPELINE
- - - - - = PROPOSED ACCESS ROAD
- █ = SUBJECT WELL
- █ = OTHER WELLS
- - - - - = LEASE LINE AND / OR PROPERTY LINE
- = PROPOSED WELL
- = B.L.M. LANDS
- = UTE INDIAN TRIBE
- = FEE

**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**WELL - GARDNER 12-36-3-2E**  
**2169' FSL & 466' FWL**  
**LOCATED IN SECTION 36, T3S, R2E,**  
**U.S.B.&M., UINAH COUNTY, UTAH.**

TOPOGRAPHIC MAP "D"

DATE SURVEYED: 1-12-15

DATE DRAWN: 1-16-15

SCALE: 1" = 2000'

DRAWN BY: S.A.

REVISED:

**TIMBERLINE**

(435) 789-1365

ENGINEERING & LAND SURVEYING, INC.  
 209 NORTH 300 WEST - VERNAL, UTAH 84078

SHEET

**9**

OF 13

RECEIVED: February 04, 2015

Invoice	Date	Voucher	Invoice Amount	Deduction	Net Amount
BOND FEE 12-36-3-2E FOR BONDS FOR SURFACE USE: GARDNER 12-36-3-2E	2014/10/13	35917AP			\$6,000.00

**CONFIDENTIAL**

Remittance - Detach Before Depositing

\$6,000.00

CRESCENT POINT  
ENERGY U.S. CORP  
Suite 1800, 555 - 17th Street  
Denver, Colorado, USA  
80202

5158

  
Crescent Point

**CRESCENT POINT**  
ENERGY U.S. CORP.  
Suite 1800, 555 - 17th Street  
Denver, Colorado, USA  
80202

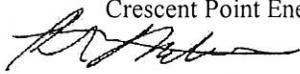
Wells Fargo Bank  
420 Montgomery Street  
San Francisco, CA  
94104

2014 - 10 - 14  
DATE Y Y Y Y M M D D

PAY \*\*\*\$6,000 DOLLARS 00 CENTS \*\*\*

\$ 6,000.00

TO THE ORDER OF  
UTAH DIVISION OF OIL GAS & MINING  
1594 WEST NORTH TEMPLE  
SALT LAKE CITY UT  
84116  
UNITED STATES

Crescent Point Energy Corp. U.S.  
PER 

PER 

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

FORM 4S

Bond No. \_\_\_\_\_

**COLLATERAL BOND  
FEE SURFACE OWNER PROTECTION**

**KNOW ALL MEN BY THESE PRESENTS:**

That we (operator name) Crescent Point Energy U.S. Corp as Principal, which is duly authorized and qualified to do business in the State of Utah, are held and firmly bound unto the State of Utah in the sum of:

SIX THOUSAND dollars (\$6,000.00) lawful money of the United States by virtue of the following financial instruments (cash account or negotiable certificate of deposit – see Rule R649-3-38):

CHECK ATTACHED

payable to the Director of the Division of Oil, Gas and Mining, as agent of the State of Utah, for the use and benefit of the Surface Owner named below for the faithful payment of which we bind ourselves, our heirs, executors, administrators and successors, jointly and severally by these presents.

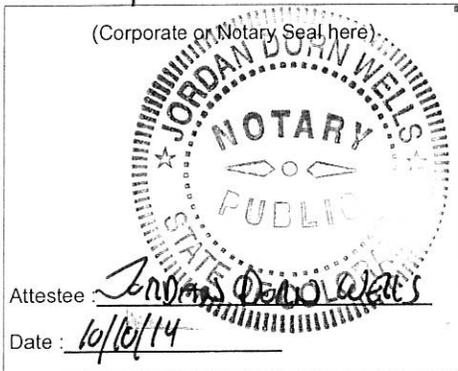
THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS the Principal is or will be responsible for protecting the fee surface land owner against unreasonable loss of crops on surface land, unreasonable loss of value of existing improvements, and unreasonable permanent damage to surface land in conjunction with conducting oil and gas operations for the following described land or well:

Well Name & Number: Gardner 12-36-3-2E API Number: \_\_\_\_\_  
Quarter/Quarter: NWSW Section: 36 Township: 3S Range: 2E  
County: Uintah, Utah  
Surface Owner: Shane W. Gardner, Gail M Gardner et al  
Surface Owner Address: RT 1 Box 1346  
City: Roosevelt State: UT Zip: 84066  
Surface Owner Phone: (435) 823-7015 Email Address: \_\_\_\_\_

NOW, THEREFORE, if the above bounden Principal shall comply with all the provisions of the laws of the State of Utah and the rules, orders and requirements of the Board of Oil, Gas and Mining of the State of Utah, including Rule R649-3-38, then this obligation is void; otherwise, the same shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, said Principal has hereunto subscribed its name and has caused this instrument to be signed by its duly authorized officers and its corporate or notary seal to be affixed this

10 day of October, 20 14.

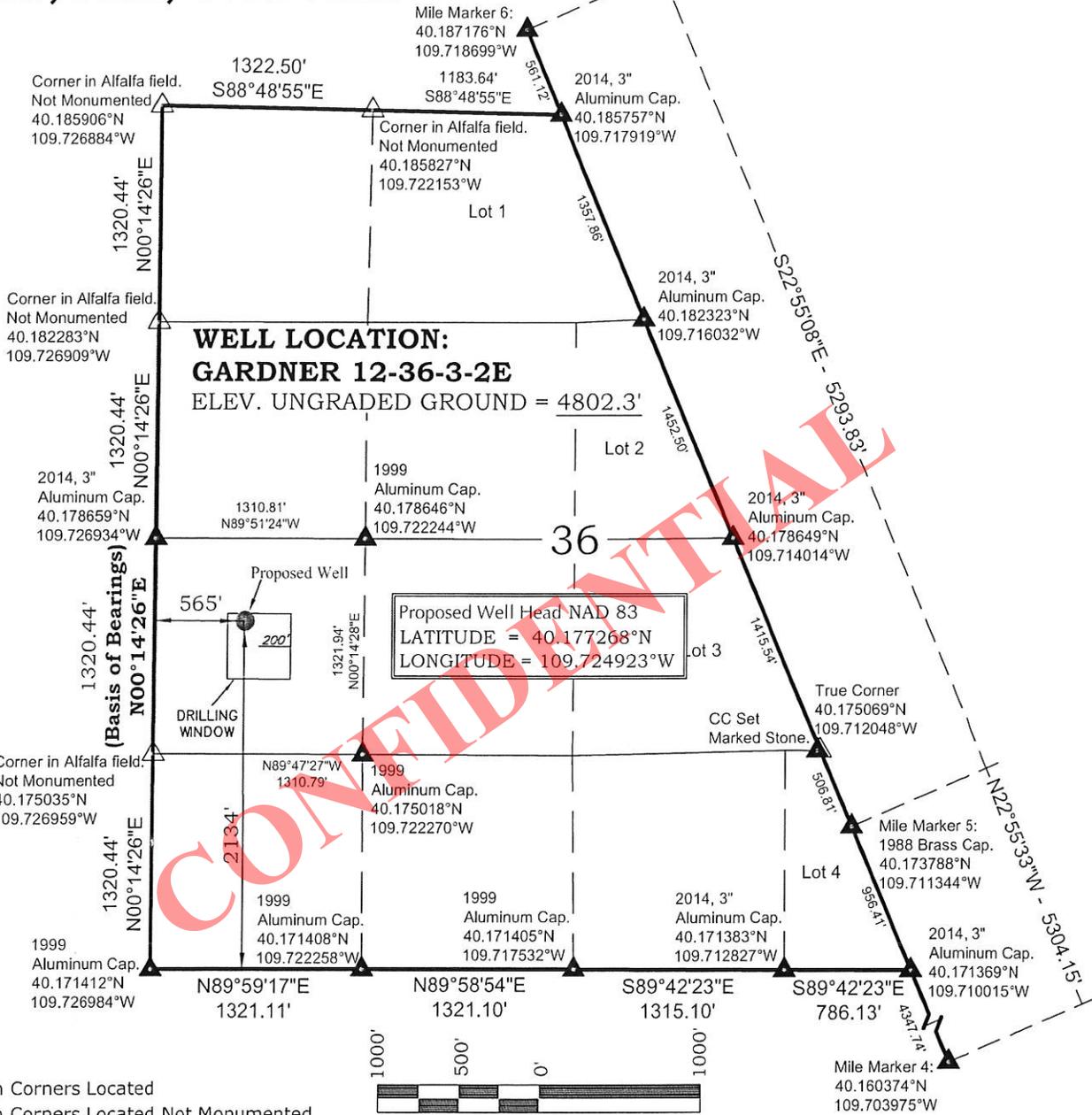


Crescent Point Energy U.S. Corp  
Principal (company name)

By Anthony Baldwin Manager Land & Business D  
Name (print) Title

[Signature]  
Signature

# T3S, R2E, U.S.B.&M.



**NOTES:**

- Well footages are measured at right angles to the Section Lines.
- Bearings and distances shown on this plat are based upon a local Cartesian Grid which is oriented to Geodetic North at the SE Corner of Section 36, T3S, R1E, U.S.B.&M. the grid having a mean project height of 5,000'. Lineal units used are U.S. Survey Foot. Trimble G.P.S. equipment was used in performance of this survey. Latitude and Longitude are NAD 83 (2011) Epoch 2010. Elevations are NAVD 88. Both derived from the Utah Virtual Reference Station Control System (VRS).

**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**WELL PLAT**

**GARDNER 12-36-3-2E  
2134' FSL, 565' FWL**

**NW 1/4 SW 1/4 OF SECTION 36, T3S, R2E,  
U.S.B.&M., UINTAH COUNTY, UTAH.**

**SURVEYOR'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PROFESSIONAL LAND SURVEYOR  
LICENCE No. 602869  
STATE OF UTAH

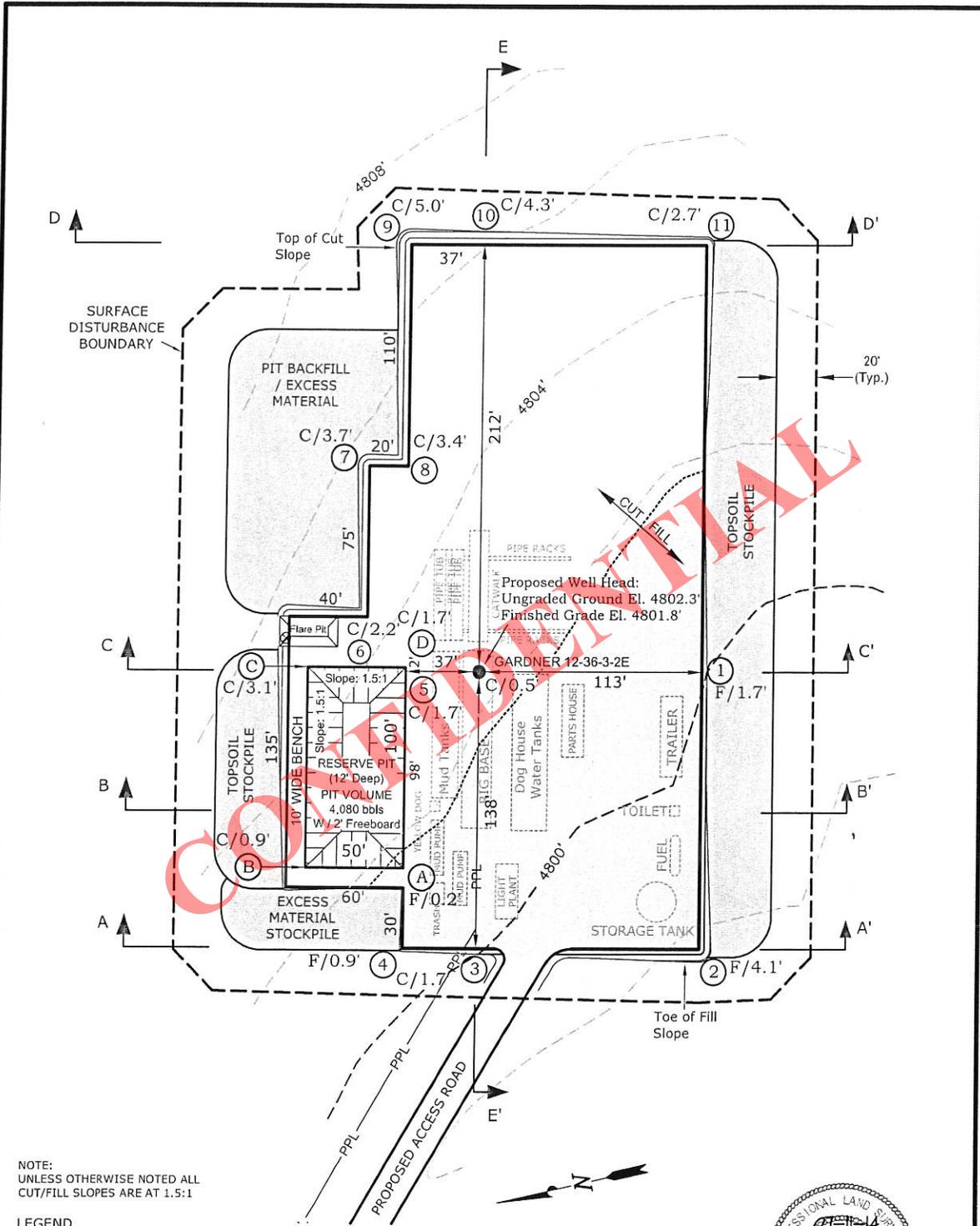
John R. Saugh  
07-11-14

**TIMBERLINE**

(435) 789-1365

ENGINEERING & LAND SURVEYING, INC.  
209 NORTH 300 WEST - VERNAL, UTAH 84078

DATE SURVEYED: 06-18-14	SURVEYED BY: N.H.	SHEET NO: <b>1</b>
DATE DRAWN: 06-27-14	DRAWN BY: A.P.	
SCALE: 1" = 1000'	Date Last Revised:	OF 13



NOTE:  
UNLESS OTHERWISE NOTED ALL  
CUT/FILL SLOPES ARE AT 1.5:1

**LEGEND**

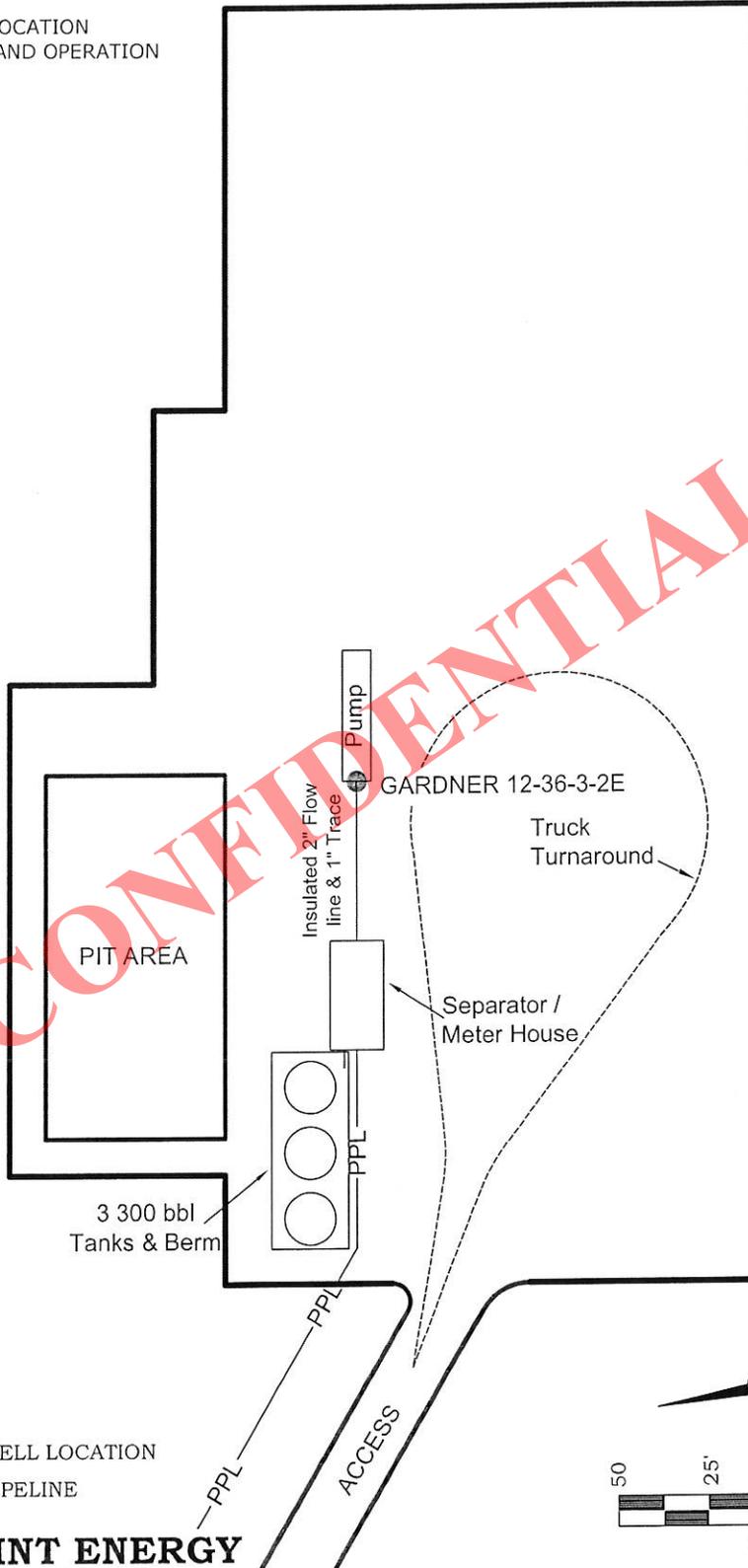
- = PROPOSED WELL LOCATION
- - - = EXISTING CONTOURS (2' INTERVALS)
- = PROPOSED CONTOURS (2' INTERVALS)
- PPL — = PROPOSED PIPELINE
- ⊗ = END OF BLOOIE LINE (MIN. 100' FROM WELL BORE)



<p><b>CRESCENT POINT ENERGY</b> 555 17th Street, Suite 1800 - Denver, Colorado 80202</p>	<p>PAD FOOTPRINT AREA = ±1.426 ACRES</p> <p>PAD DISTURBANCE AREA (Cut/Fill Slopes, Stockpiles) = ±2.188 ACRES</p> <p>AREA WITHIN SURFACE DISTURBANCE BOUNDARY = ±2.839 ACRES</p>	<p>REFERENCE POINTS: 188' NORTHWESTERLY, EL = 4798.6' 238' NORTHWESTERLY, EL = 4797.5' 163' SOUTHWESTERLY, EL = 4799.1' 213' SOUTHWESTERLY, EL = 4798.8'</p>
	<p><b>WELL PAD - LOCATION LAYOUT</b></p> <p><b>GARDNER 12-36-3-2E</b> 2134' FSL &amp; 565' FWL LOCATED IN SECTION 36, T3S, R2E, U.S.B.&amp;M., UINTAH COUNTY, UTAH.</p>	

NOTE:  
 PRODUCTION EQUIPMENT LOCATION  
 COULD VARY DUE TO SITE AND OPERATION  
 EFFECTIVENESS.

CONFIDENTIAL



LEGEND

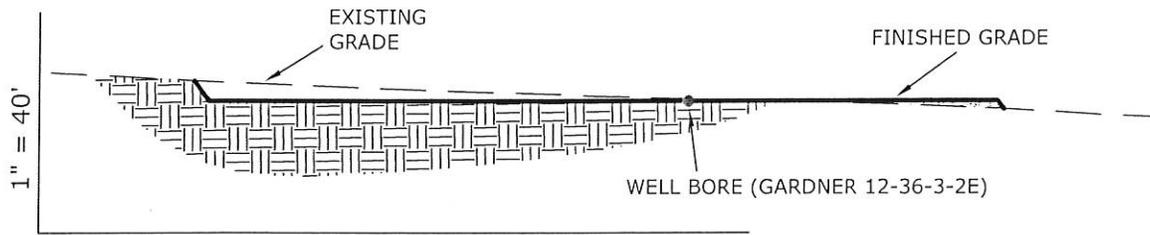
- = PROPOSED WELL LOCATION
- PPL— = PROPOSED PIPELINE

**CRESCENT POINT ENERGY**  
 555 17th Street, Suite 1800 - Denver, Colorado 80202

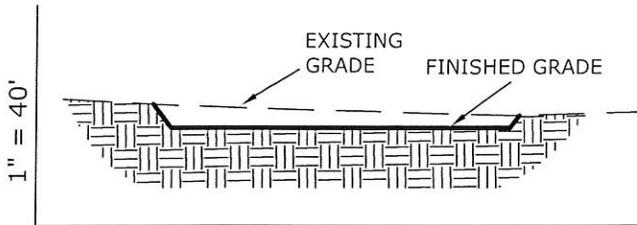
**WELL PAD - FACILITY DIAGRAM**

**GARDNER 12-36-3-2E**  
**2134' FSL & 565' FWL**  
**LOCATED IN SECTION 36, T3S, R2E,**  
**U.S.B.&M., UINTAH COUNTY, UTAH.**

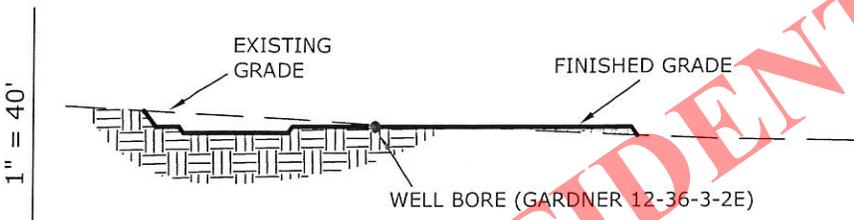
<b>TIMBERLINE</b>		(435) 789-1365
ENGINEERING & LAND SURVEYING, INC. 209 NORTH 300 WEST - VERNAL, UTAH 84078		
DATE SURVEYED: 06-18-14	SURVEYED BY: N.H.	<b>3</b> OF 13
DATE DRAWN: 07-09-14	DRAWN BY: A.P.	
SCALE: 1" = 50'	Date Last Revised:	



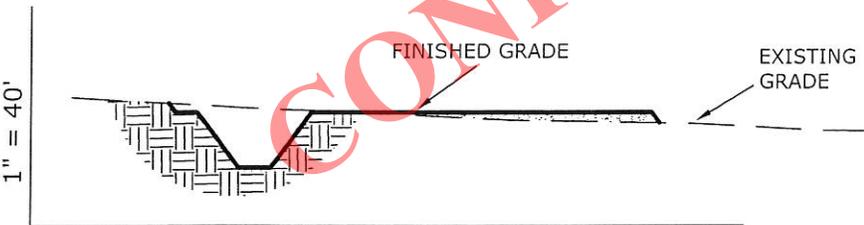
1" = 80' CROSS SECTION E-E'



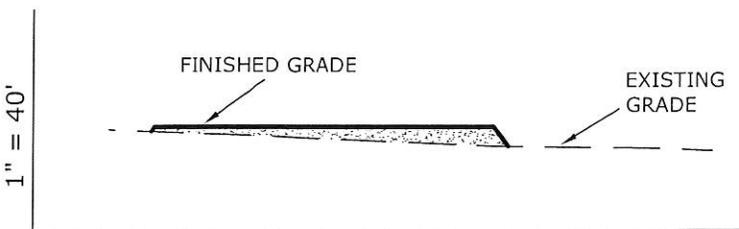
1" = 80' CROSS SECTION D-D'



1" = 80' CROSS SECTION C-C'

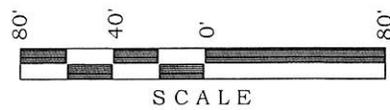
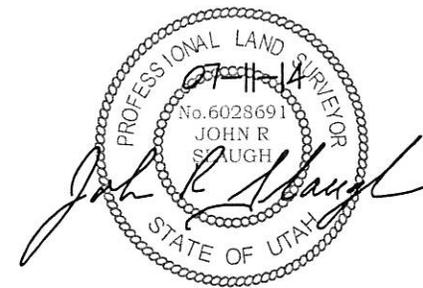


1" = 80' CROSS SECTION B-B'



1" = 80' CROSS SECTION A-A'

CONFIDENTIAL



**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**WELL PAD - CROSS SECTION**

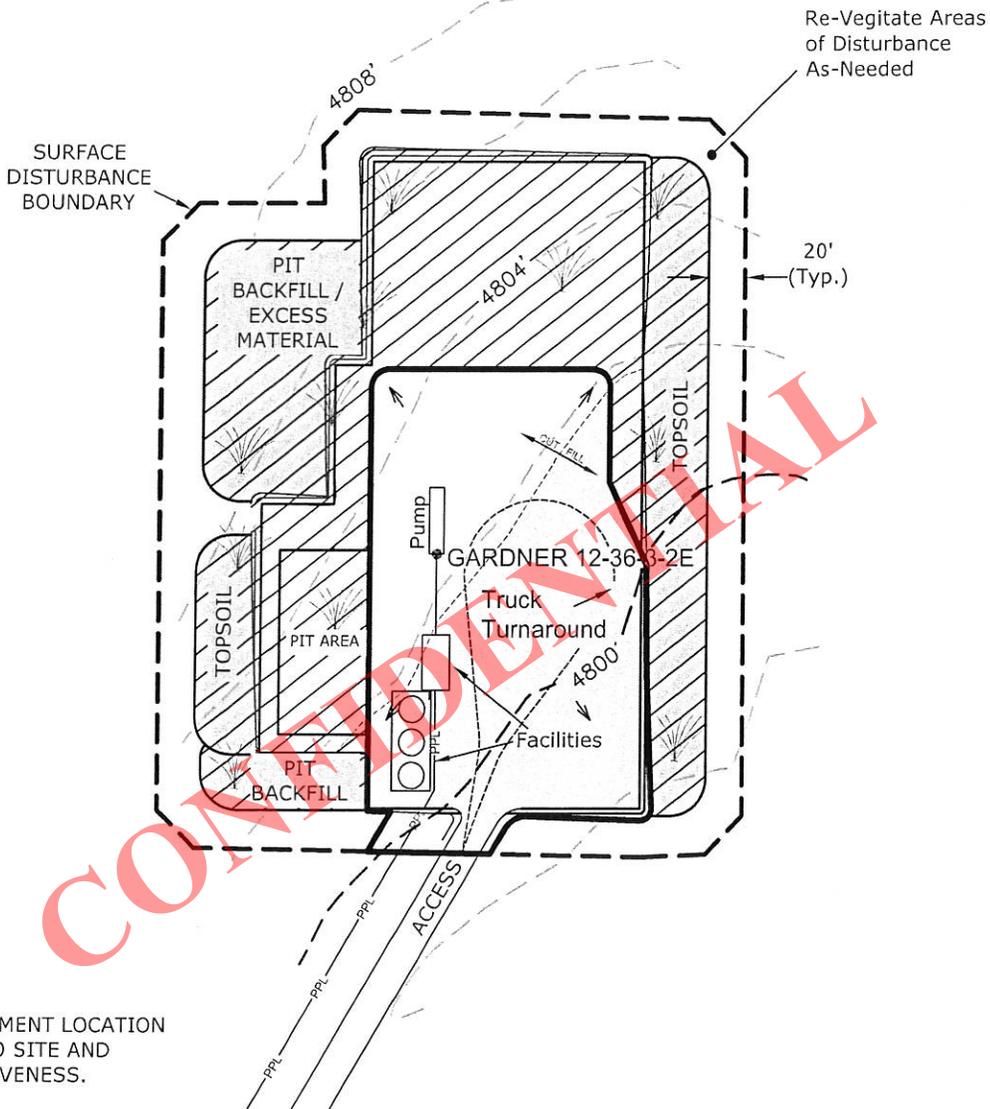
**GARDNER 12-36-3-2E**  
**2134' FSL & 565' FWL**  
**LOCATED IN SECTION 36, T3S, R2E,**  
**U.S.B.&M., UINTAH COUNTY, UTAH.**

**TIMBERLINE**

(435) 789-1365

ENGINEERING & LAND SURVEYING, INC.  
 209 NORTH 300 WEST - VERNAL, UTAH 84078

DATE SURVEYED: 06-18-14	SURVEYED BY: N.H.	SHEET NO: <b>4</b>
DATE DRAWN: 07-09-14	DRAWN BY: A.P.	
SCALE: 1" = 80'	Date Last Revised:	OF 13



**NOTE:**

1. PRODUCTION EQUIPMENT LOCATION COULD VARY DUE TO SITE AND OPERATION EFFECTIVENESS.
2. AREA WITHIN SURFACE DISTURBANCE BOUNDARY: ±2.839 ACRES  
 RECLAIMED AREA: ±2.041 ACRES  
 UN-RECLAIMED AREA: ±0.798 ACRES

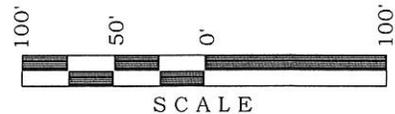
↘ = Anchor



= Area to be Reclaimed and Vegetated

--- = CONTOURS (2' INTERVALS)

—PPL— = PROPOSED PIPELINE



**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**INTERIM RECLAMATION DIAGRAM**

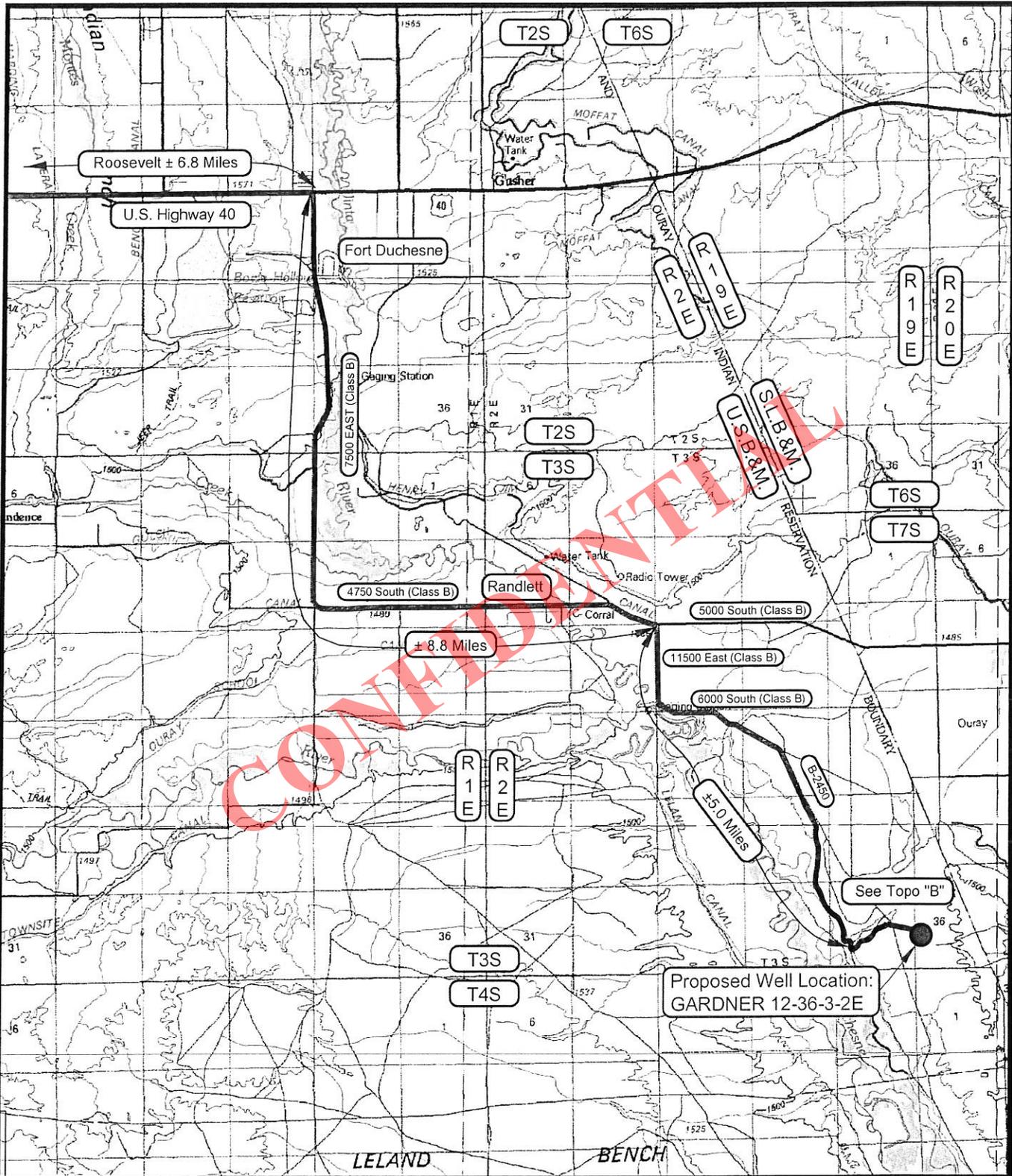
**GARDNER 12-36-3-2E**  
**2134' FSL & 565' FWL**  
**LOCATED IN SECTION 36, T3S, R2E,**  
**U.S.B.&M., UINTAH COUNTY, UTAH.**

**TIMBERLINE**

(435) 789-1365

ENGINEERING & LAND SURVEYING, INC.  
 209 NORTH 300 WEST - VERNAL, UTAH 84078

DATE SURVEYED: 06-18-14	SURVEYED BY: N.H.	SHEET NO: <b>5</b> OF 13
DATE DRAWN: 07-09-14	DRAWN BY: A.P.	
SCALE: 1" = 100'	Date Last Revised:	



**LEGEND**

- PROPOSED ACCESS ROAD
- = SUBJECT WELL
- = OTHER WELLS
- = EXISTING ROAD
- = EXISTING ROAD (TO BE IMPROVED)
- (B-5460) = COUNTY ROAD CLASS & NUMBER

**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**WELL- GARDNER 12-36-3-2E**

2134' FSL & 565' FWL

LOCATED IN SECTION 36, T3S, R2E,  
U.S.B.&M., UINTAH COUNTY, UTAH.

**TIMBERLINE**

(435) 789-1365

SHEET

ENGINEERING & LAND SURVEYING, INC.  
209 NORTH 300 WEST - VERNAL, UTAH 84078

**6**  
OF 13

TOPOGRAPHIC MAP "A"

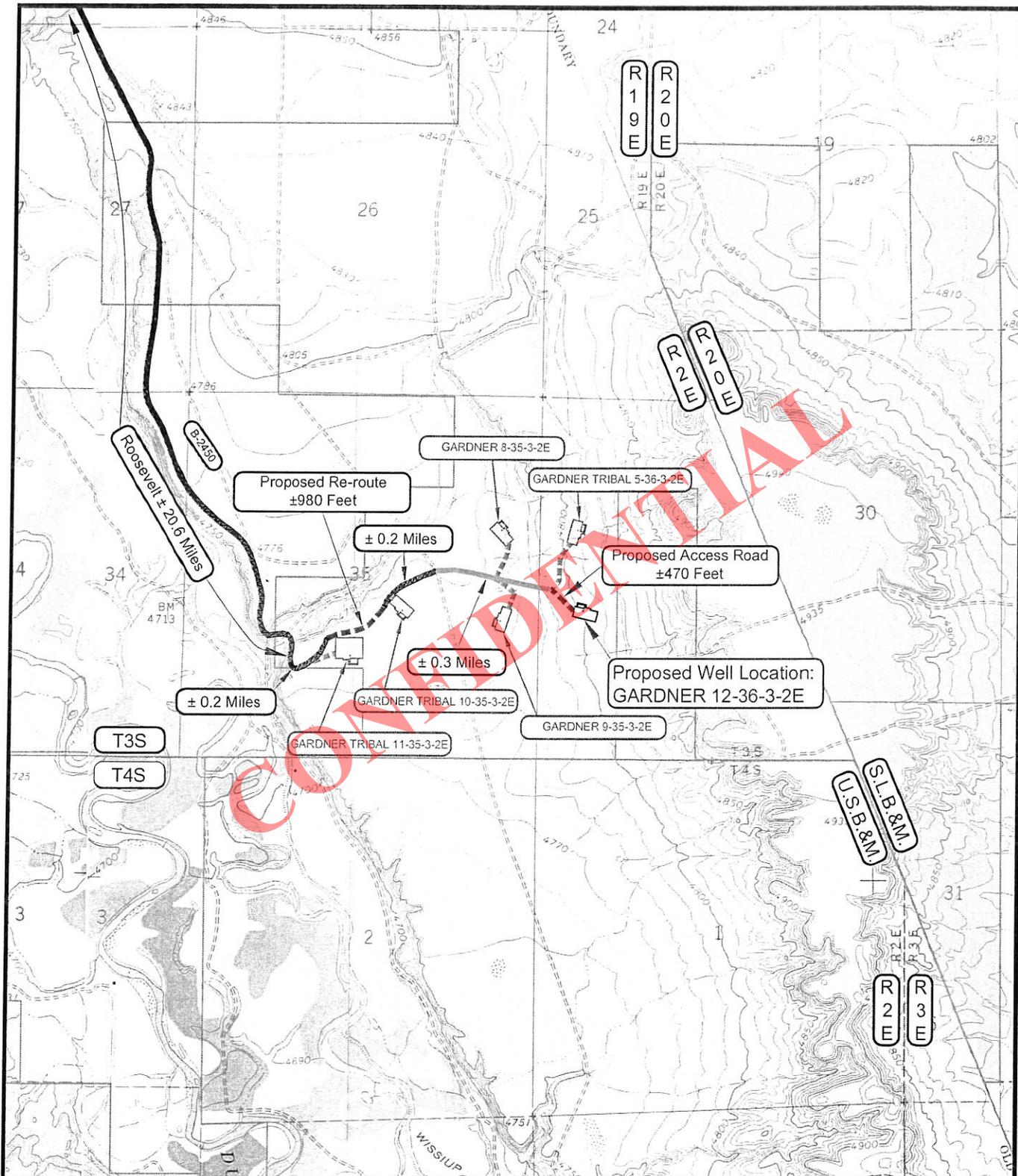
DATE SURVEYED: 06-18-14

DATE DRAWN: 06-27-14

SCALE: 1:100,000

DRAWN BY: A.P.

REVISED:



**LEGEND**

- PROPOSED ACCESS ROAD
- = SUBJECT WELL
- = OTHER WELLS
- = EXISTING ROAD
- = EXISTING ROAD (TO BE IMPROVED)
- = PROPOSED WELL
- (B-5460) = COUNTY ROAD CLASS & NUMBER
- = LEASE LINE AND / OR PROPERTY LINE
- = B.L.M. LANDS
- = FEE
- = UTE INDIAN TRIBE

**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**WELL - GARDNER 12-36-3-2E**  
 2134' FSL & 565' FWL  
 LOCATED IN SECTION 36, T3S, R2E,  
 U.S.B.&M., Uintah County, UTAH.

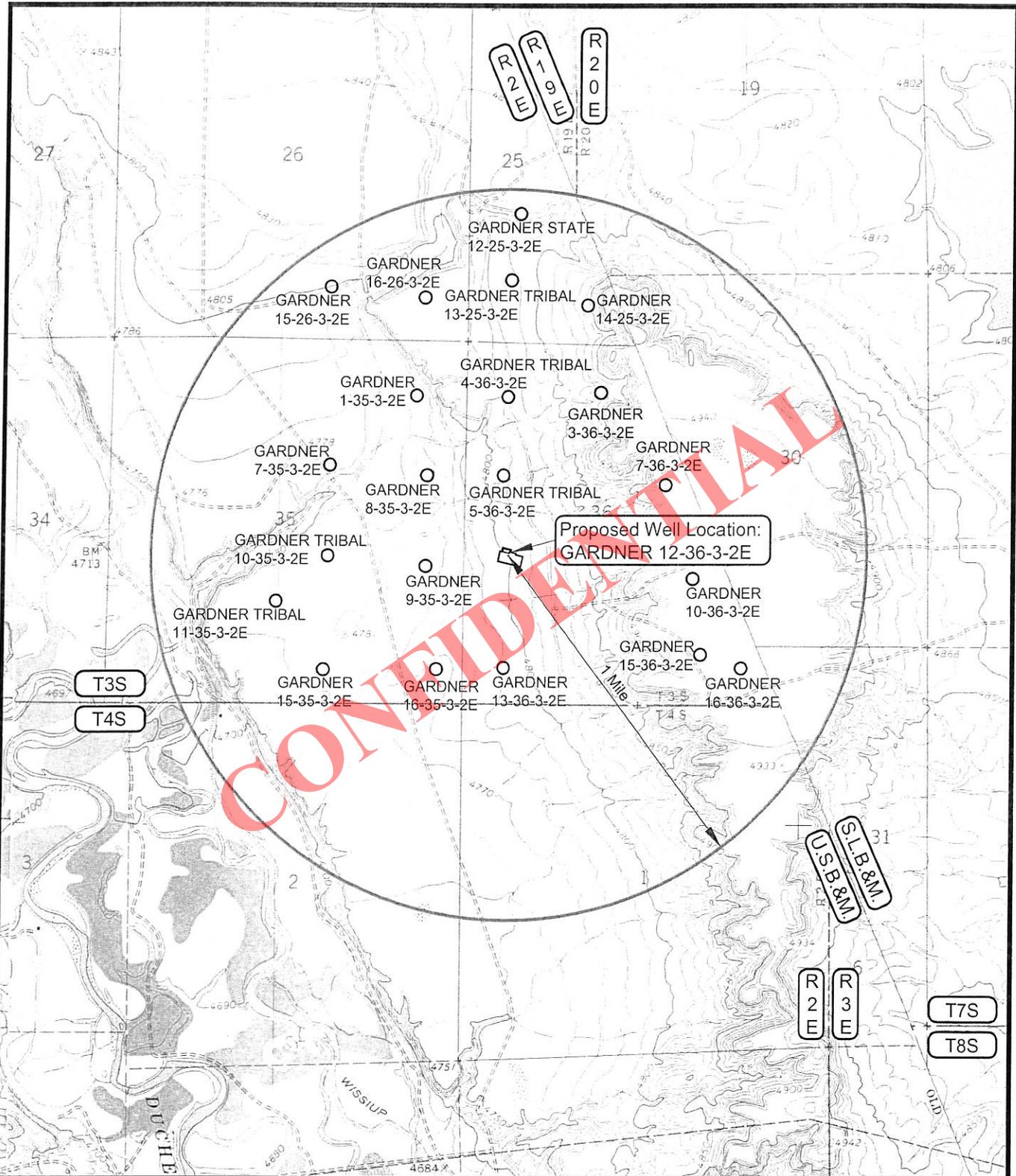
TOPOGRAPHIC MAP "B"

DATE SURVEYED: 06-18-14  
 DATE DRAWN: 07-08-14  
 REVISED:

SCALE: 1" = 2000'      DRAWN BY: A.P.

**TIMBERLINE** (435) 789-1365  
 ENGINEERING & LAND SURVEYING, INC.  
 209 NORTH 300 WEST - VERNAL, UTAH 84078

SHEET  
**7**  
 OF 13



**LEGEND**

- ⊗ = DISPOSAL WELL
- = PRODUCING WELL
- = SHUT IN WELL
- = PROPOSED WELL
- ⊗ = WATER WELL
- = ABANDONED WELL
- = TEMPORARILY ABANDONED WELL
- ⊗ = ABANDONED LOCATION

**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**WELL - GARDNER 12-36-3-2E**  
 2134' FSL & 565' FWL  
 LOCATED IN SECTION 36, T3S, R2E,  
 U.S.B.&M., UINTAH COUNTY, UTAH.

TOPOGRAPHIC MAP "C"

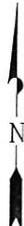
DATE SURVEYED: 06-18-14

DATE DRAWN: 07-08-14

SCALE: 1" = 2000'

DRAWN BY: A.P.

REVISED:



**TIMBERLINE**

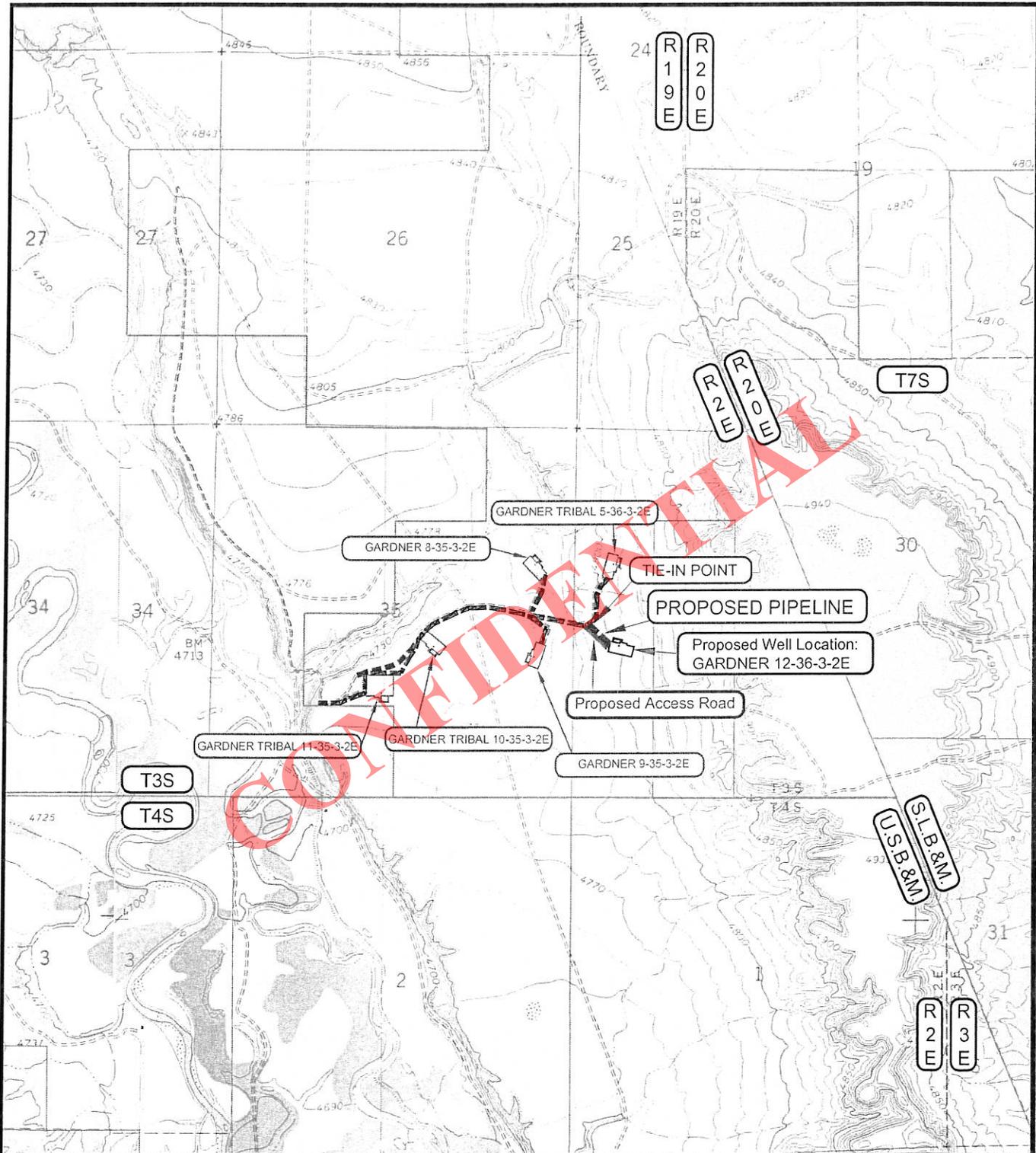
(435) 789-1365

ENGINEERING & LAND SURVEYING, INC.  
 209 NORTH 300 WEST - VERNAL, UTAH 84078

SHEET

8

OF 13



APPROXIMATE PIPELINE LENGTH = ±410 FEET

**LEGEND**

- = PROPOSED PIPELINE
- = OTHER PIPELINE
- = PROPOSED ACCESS ROAD
- = SUBJECT WELL
- = OTHER WELLS
- = LEASE LINE AND / OR PROPERTY LINE
- = PROPOSED WELL
- = B.L.M. LANDS
- = UTE INDIAN TRIBE
- = FEE

**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**WELL - GARDNER 12-36-3-2E**  
 2134' FSL & 565' FWL  
 LOCATED IN SECTION 36, T3S, R2E,  
 U.S.B.&M., UINTAH COUNTY, UTAH.

TOPOGRAPHIC MAP "D"

DATE SURVEYED: 06-18-14

DATE DRAWN: 07-08-14

SCALE: 1" = 2000'

DRAWN BY: A.P.

REVISED:

**TIMBERLINE**

(435) 789-1365

ENGINEERING & LAND SURVEYING, INC.  
 209 NORTH 300 WEST - VERNAL, UTAH 84078

SHEET

9

OF 13

**CRESCENT POINT ENERGY  
WELL – GARDNER 12-36-3-2E  
Section 36, T3S, R2E, U.S.B.&M.**

From the intersection of U.S. Highway 40 and 200 East Street in Roosevelt, Utah, proceed in an easterly direction along U.S. Highway 40 approximately 6.8 miles to the junction of 7500 East Street at Fort Duchesne, Utah. Exit right and proceed in a southerly then easterly direction along 7500 East and 4750/5000 South Streets (Class B County Road) approximately 8.8 miles to the intersection of 5000 South Street and 11500 East Street. Exit right and proceed in a southerly then southeasterly direction along 11500 East Street, 6000 South Street and County Road 2450 (Class B County Roads) approximately 5.0 miles to a service road. Exit left and proceed in a southerly then northeasterly direction along the service road approximately 0.2 miles to the proposed road re-route section. Continue along road re-route in a northeasterly direction approximately 980 feet to a service road. Continue in a northeasterly direction along the service road approximately 0.2 miles to the intersection of a two-track road. Exit right and proceed in a southeasterly direction along the two-track road approximately 0.3 miles to the proposed access road. Follow road flags in a southeasterly direction approximately 470 feet to the proposed well pad.

Total distance from Roosevelt, Utah to the proposed well location is approximately 21.6 miles in a southeasterly direction.

**CONFIDENTIAL**

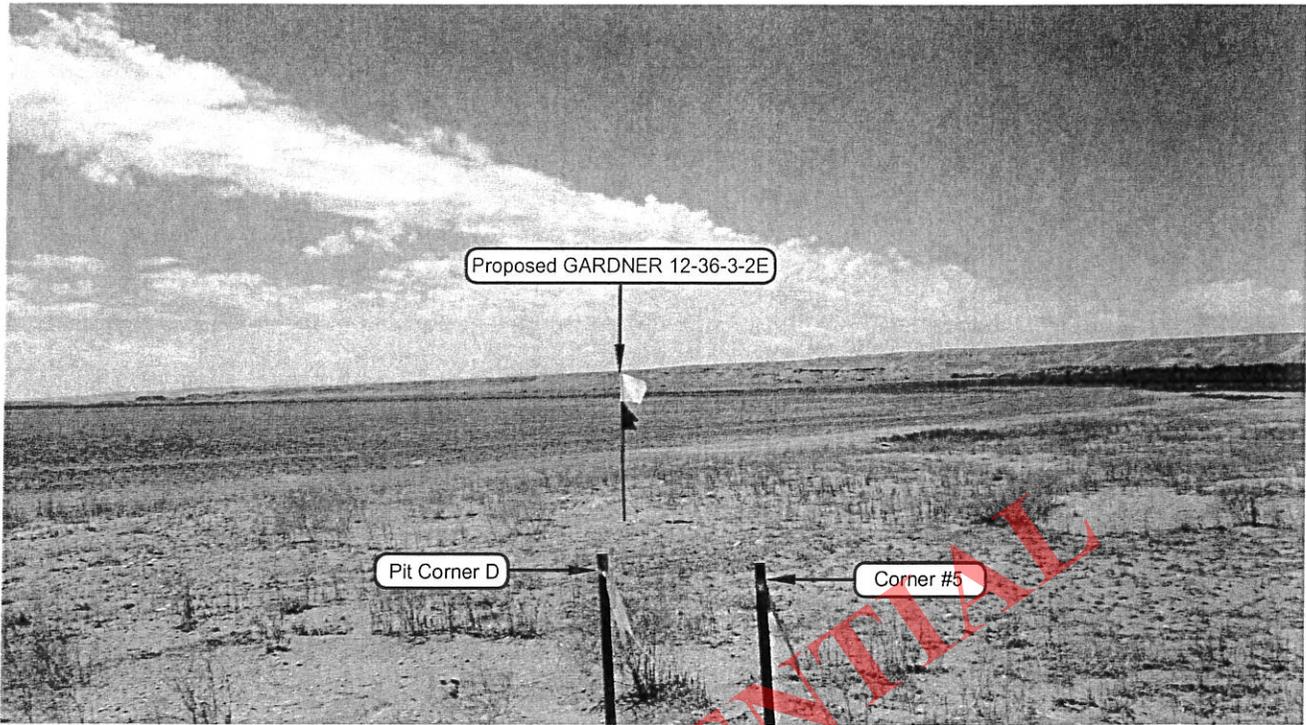


PHOTO VIEW: FROM CORNER #5 TO LOCATION STAKE

CAMERA ANGLE: SOUTHERLY



PHOTO VIEW: FROM BEGINNING OF PROPOSED ROAD

CAMERA ANGLE: SOUTHEASTERLY

### CRESCENT POINT ENERGY

555 17th Street, Suite 1800 - Denver, Colorado 80202

#### LOCATION PHOTOS

**GARDNER 12-36-3-2E**  
**LOCATED IN SECTION 36, T3S, R2E,**  
**U.S.B.&M., UINTAH COUNTY, UTAH.**

### TIMBERLINE

(435) 789-1365

ENGINEERING & LAND SURVEYING, INC.  
209 NORTH 300 WEST - VERNAL, UTAH 84078

DATE PHOTOS TAKEN: 06-18-14	PHOTOS TAKEN BY: N.H.	SHEET NO: <b>11</b>
DATE DRAWN: 06-27-14	DRAWN BY: A.P.	
Date Last Revised:		OF 13



CAMERA ANGLE: NORTH



CAMERA ANGLE: SOUTH

**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**LOCATION PHOTOS**

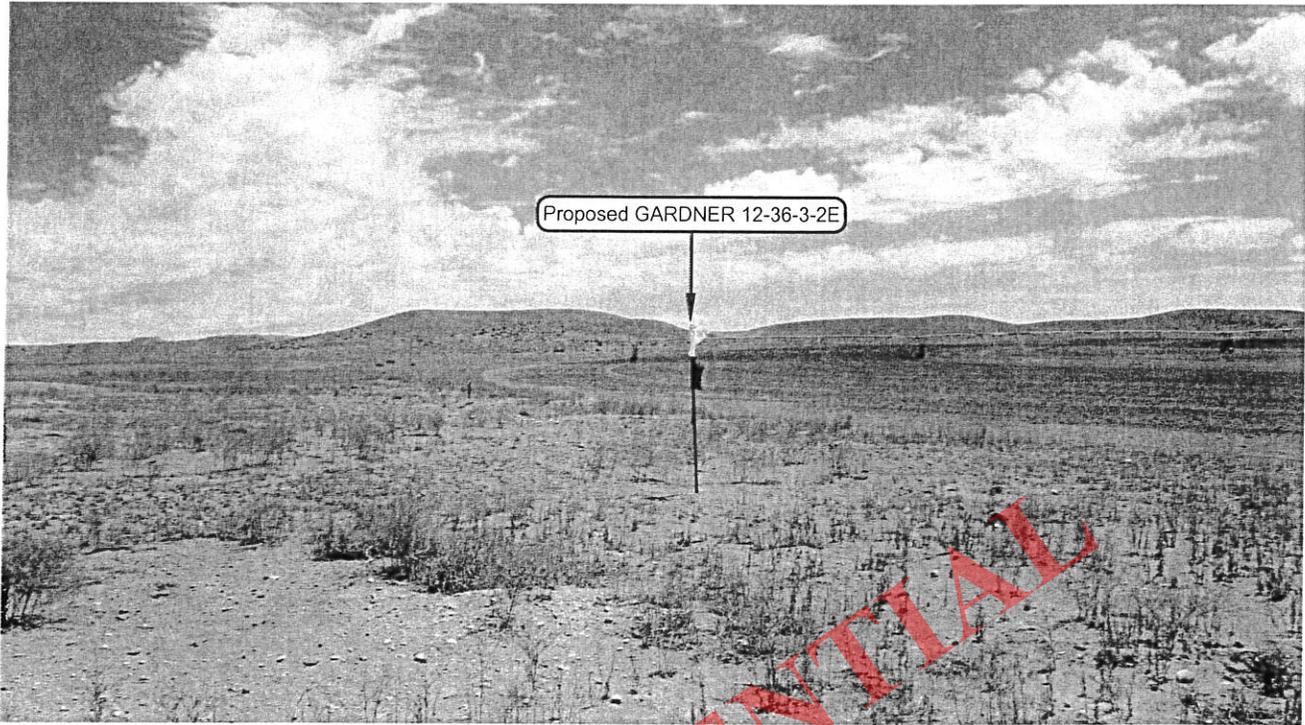
**GARDNER 12-36-3-2E  
LOCATED IN SECTION 36, T3S, R2E,  
U.S.B.&M., UINTAH COUNTY, UTAH.**

**TIMBERLINE**

(435) 789-1365

ENGINEERING & LAND SURVEYING, INC.  
209 NORTH 300 WEST - VERNAL, UTAH 84078

DATE PHOTOS TAKEN: 06-18-14	PHOTOS TAKEN BY: N.H.	SHEET NO: <b>12</b> OF 13
DATE DRAWN: 06-27-14	DRAWN BY: A.P.	
Date Last Revised:		



CAMERA ANGLE: EAST



CAMERA ANGLE: WEST

**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**LOCATION PHOTOS**

**GARDNER 12-36-3-2E  
LOCATED IN SECTION 36, T3S, R2E,  
U.S.B.&M., UINTAH COUNTY, UTAH.**

**TIMBERLINE**

(435) 789-1365

ENGINEERING & LAND SURVEYING, INC.  
209 NORTH 300 WEST - VERNAL, UTAH 84078

DATE PHOTOS TAKEN: 06-18-14	PHOTOS TAKEN BY: N.H.	SHEET NO:
DATE DRAWN: 06-27-14	DRAWN BY: A.P.	<b>13</b>
Date Last Revised:		OF 13



**CRESCENT POINT ENERGY**

**PROPOSED PIPELINE  
RIGHT-OF-WAY ON PRIVATE LANDS  
SERVING THE GARDNER 12-36-3-2E WELL  
SITE**

Located in the NW 1/4 SW 1/4 of  
Section 36, T3S, R2E, U.S.B.&M.  
Uintah County, Utah

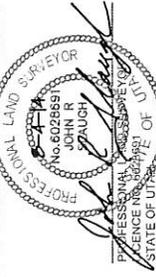
**DESCRIPTION**

A RIGHT-OF-WAY FOR PIPELINE PURPOSES, BEING A 50' WIDE STRIP OF LAND LOCATED IN THE NW 1/4 SW 1/4 OF SECTION 36, T3S, R2E, U.S.B.&M, UINTAH COUNTY, UTAH. THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT IN THE NW 1/4 SW 1/4 OF SECTION 36, T3S, R2E, U.S.B.&M. UINTAH COUNTY, UTAH WHICH BEARS S42°14'58"E 609.04' FROM THE WEST 1/4 CORNER OF SAID SECTION; THENCE N46°36'07"W 385.10' TO A POINT IN SAID NW 1/4 SW 1/4 WHICH BEARS S34°51'00"E 226.93' FROM SAID STRIP CORNER. AT ITS SOUTHEASTERN TERMINUS, THE SIDE LINES OF SAID STRIP BEING SHORTENED OR LENGTHENED TO TERMINATE AT THE GARDNER 12-36-3-2E SURFACE DISTURBANCE BOUNDARY. BASIS OF BEARINGS IS THE NORTH LINE OF SAID NW 1/4 SW 1/4 WHICH IS TAKEN FROM GLOBAL POSITIONING SATELLITE OBSERVATIONS TO BEAR N89°51'24"W. CONTAINS 0.442 ACRES MORE OR LESS.

PIPELINE RIGHT-OF-WAY WIDTHS / LENGTHS					
FROM	TO	WIDTH	LENGTH	LENGTH	AREA
STA. 0+00	STA. 3+85.10	50'	385.10'	23.34	0.442 Acres

**SURVEYOR'S CERTIFICATE**

I, JOHN R. SLAUGH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE #6028691 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAN AND ITS COMPUTATIONS AND FIELD SURVEYS NECESSARY FOR THE DATA COMPILED HEREON WERE MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



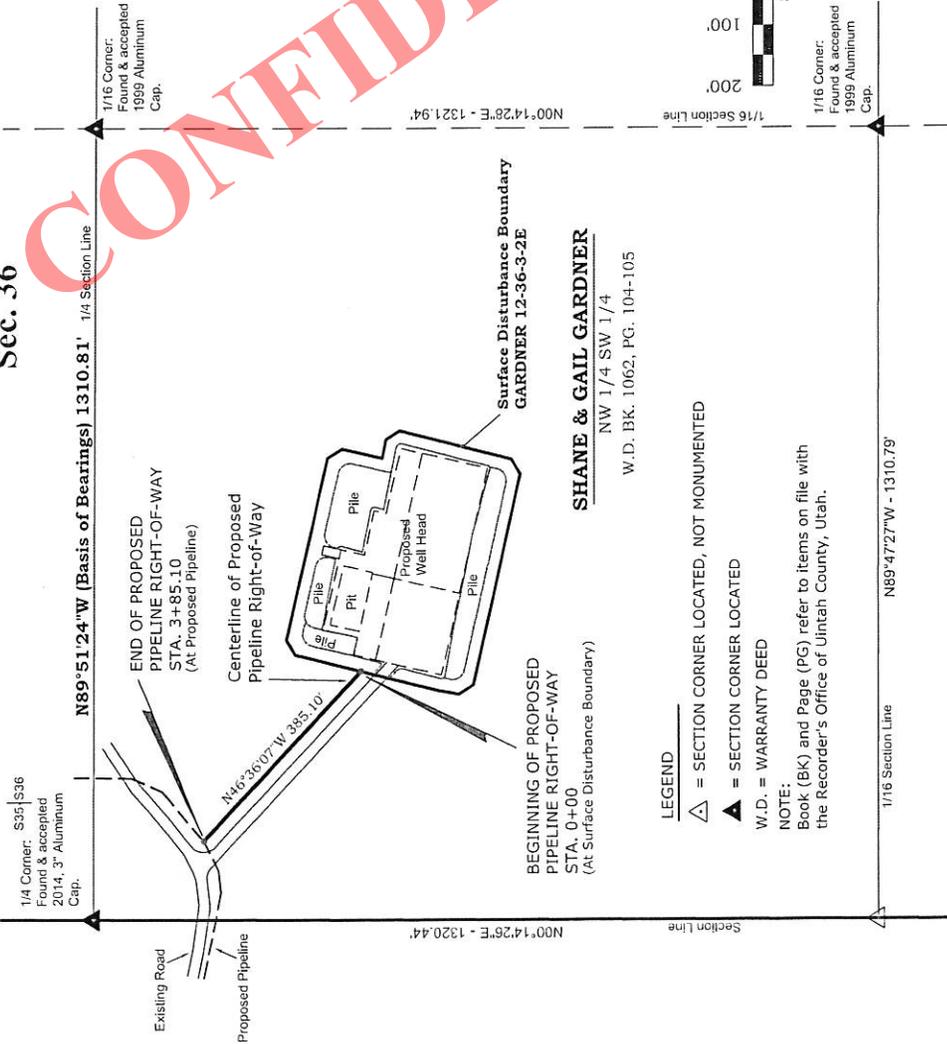
SURVEYED BY: SMR
DRAWN BY: SMR
DATE: 8-1-14
SCALE: 1" = 200'
FILE:

**TIMBERLINE**  
Engineering & Land Surveying  
209 North 300 West • Vernal, Utah  
(435) 789-1365

**T3S, R2E, U.S.B.&M.  
Sec. 36**

**CORNER TIE NOTES:**

1. Begin Pipeline Sta. 0+00 bears S42°14'58"E 609.04' from the West 1/4 Corner of Section 36.
2. End Pipeline Sta. 3+85.10 bears S34°51'00"E 226.93' from the West 1/4 Corner of Section 36.



CONFIDENTIAL

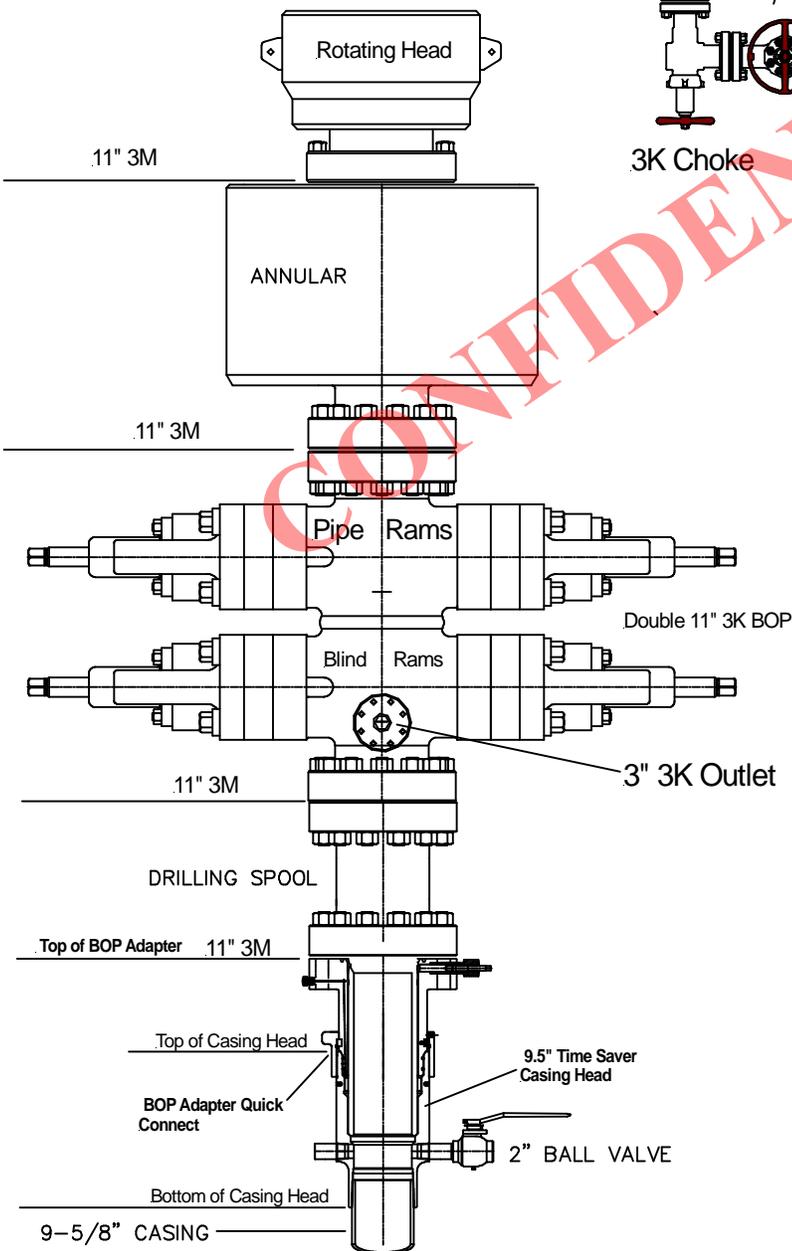


519 E. 300 S.  
Vernal, UT 84078  
P435-781-0434  
F435-789-5656

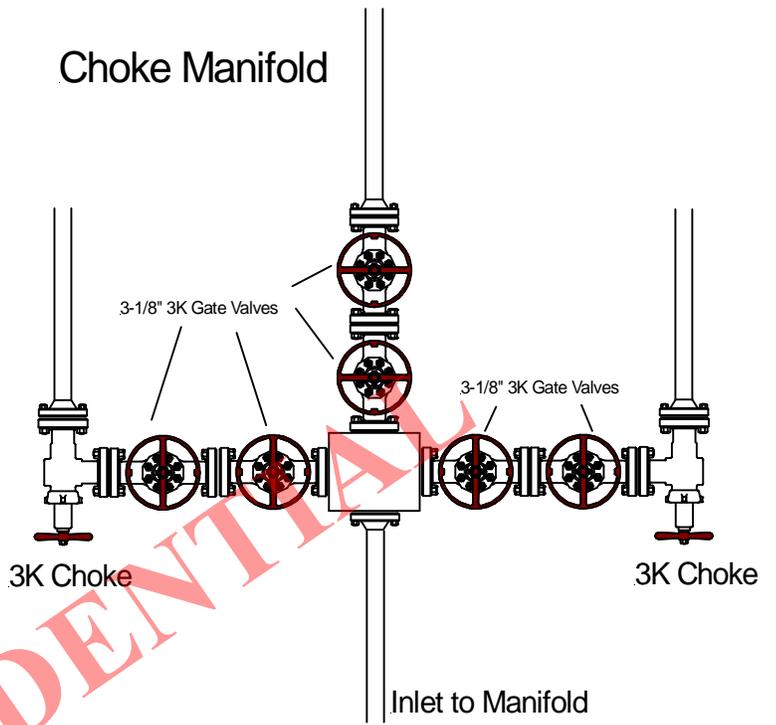
Oct, 18, 2013



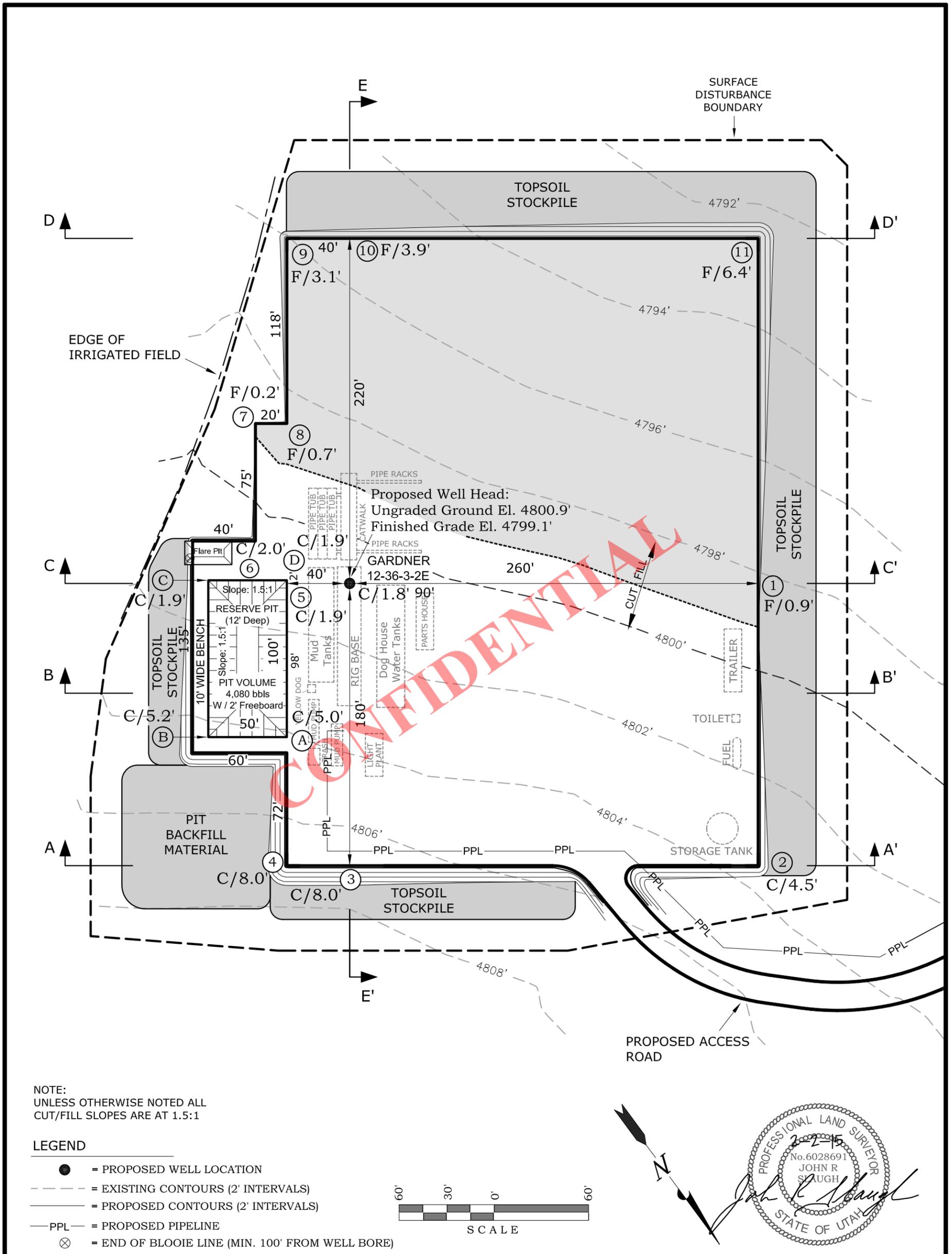
**9.5" TIME SAVER WELLHEAD SYSTEM  
WITH DRILL SPOOL,  
AND BOP CONFIGURATION**



**Choke Manifold**



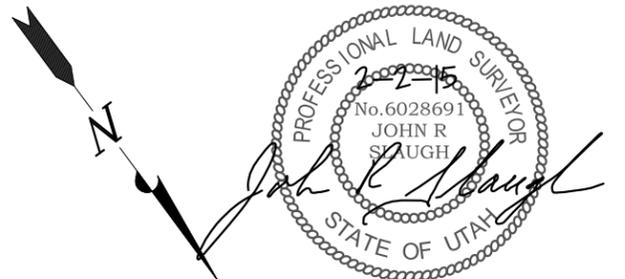
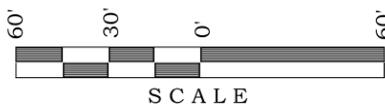
**CONFIDENTIAL**



NOTE:  
UNLESS OTHERWISE NOTED ALL  
CUT/FILL SLOPES ARE AT 1.5:1

**LEGEND**

- = PROPOSED WELL LOCATION
- - - = EXISTING CONTOURS (2' INTERVALS)
- — — = PROPOSED CONTOURS (2' INTERVALS)
- PPL — = PROPOSED PIPELINE
- ⊗ = END OF BLOOIE LINE (MIN. 100' FROM WELL BORE)



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PAD FOOTPRINT AREA = ±2.975 ACRES  
 PAD DISTURBANCE AREA (Cut/Fill Slopes, Stockpiles) = ±4.148 ACRES  
 AREA WITHIN SURFACE DISTURBANCE BOUNDARY = ±5.051 ACRES

REFERENCE POINTS:  
 310' NORTHWESTERLY, EL = 4797.7'  
 360' NORTHWESTERLY, EL = 4796.4'  
 230' NORTHEASTERLY, EL = 4808.8'  
 280' NORTHEASTERLY, EL = 4810.2'

**WELL PAD - LOCATION LAYOUT**

**GARDNER 12-36-3-2E**  
**2169' FSL & 466' FWL**  
**LOCATED IN SECTION 36, T3S, R2E,**  
**U.S.B.&M., UINTAH COUNTY, UTAH.**

**ESTIMATED EARTHWORK QUANTITIES**  
 (No shrink or swell adjustments have been used)  
 (Expressed in Cubic Yards)

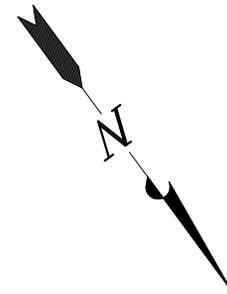
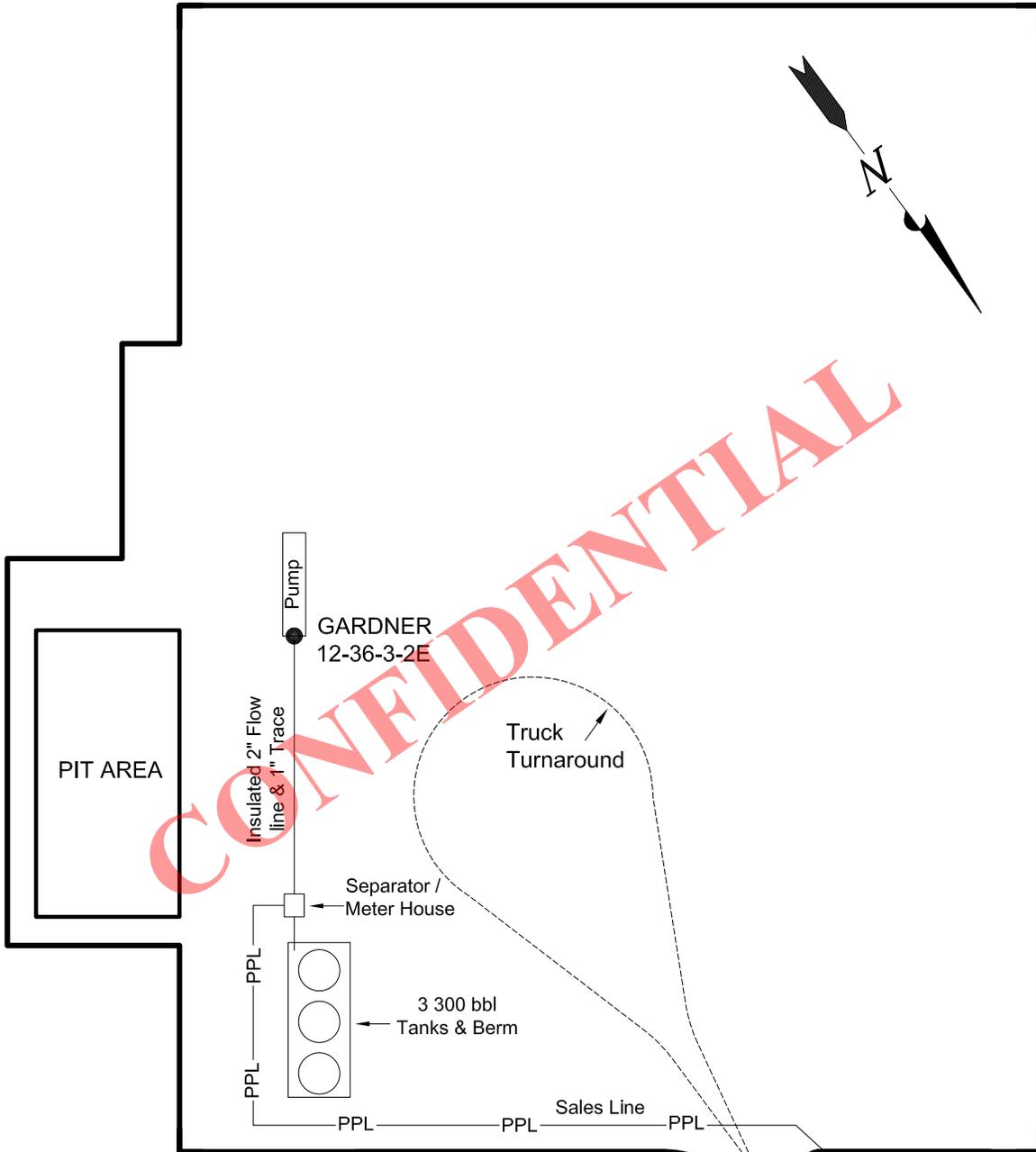
6" Topsoil Stripping = 2,590  
 Remaining Cut (Including Pit Material) = 8,770  
**TOTAL CUT = 11,360**  
**FILL = 7,600**  
 Pit Backfill = 1,170 Excess Material = 0



(435) 789-1365  
**ENGINEERING & LAND SURVEYING, INC.**  
 209 NORTH 300 WEST - VERNAL, UTAH 84078

DATE SURVEYED: 1-12-15	SURVEYED BY: A.F.	SHEET NO: <b>2</b> OF 13
DATE DRAWN: 1-19-15	DRAWN BY: S.A.	
SCALE: 1" = 60'	Date Last Revised:	

NOTE:  
 PRODUCTION EQUIPMENT LOCATION  
 COULD VARY DUE TO SITE AND OPERATION  
 EFFECTIVENESS.



LEGEND

- = PROPOSED WELL LOCATION
- PPL — = PROPOSED PIPELINE

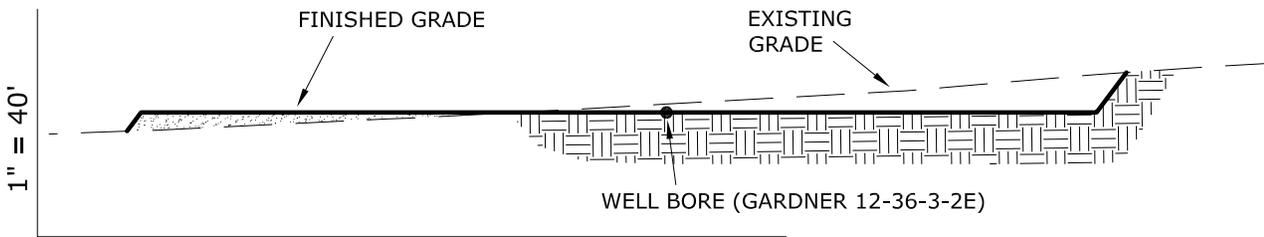


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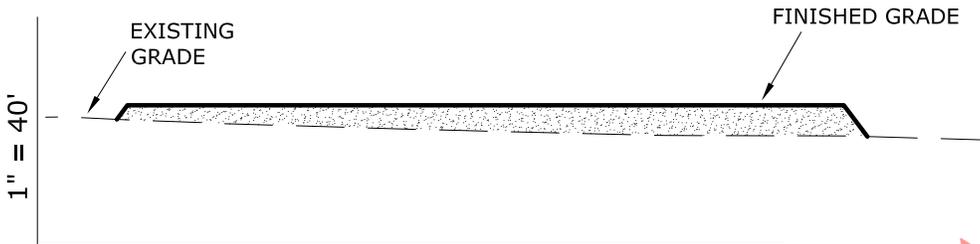
**WELL PAD - FACILITY DIAGRAM**

**GARDNER 12-36-3-2E**  
**2169' FSL & 466' FWL**  
**LOCATED IN SECTION 36, T3S, R2E,**  
**U.S.B.&M., UINTAH COUNTY, UTAH.**

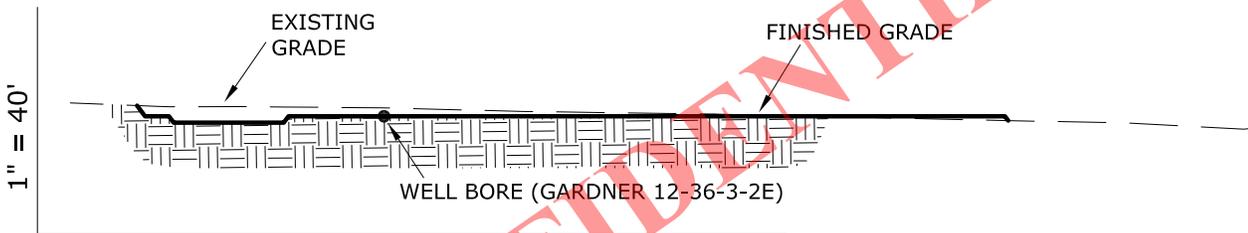
<b>TIMBERLINE</b>		(435) 789-1365
ENGINEERING & LAND SURVEYING, INC. 209 NORTH 300 WEST - VERNAL, UTAH 84078		
DATE SURVEYED: 1-12-15	SURVEYED BY: A.F.	<b>3</b> OF 13
DATE DRAWN: 1-19-15	DRAWN BY: S.A.	
SCALE: 1" = 60'	Date Last Revised:	



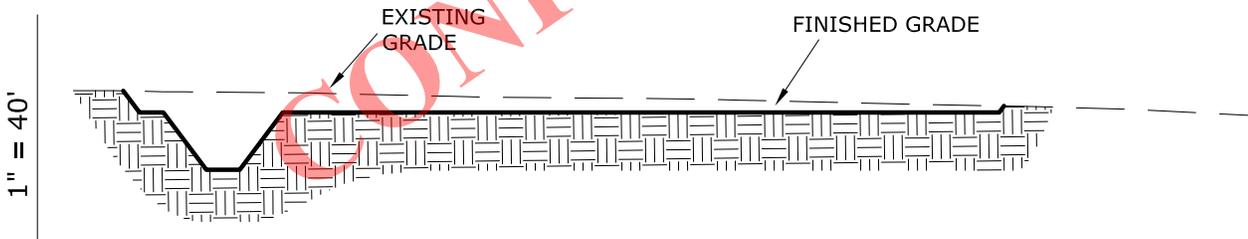
1" = 80' CROSS SECTION E-E'



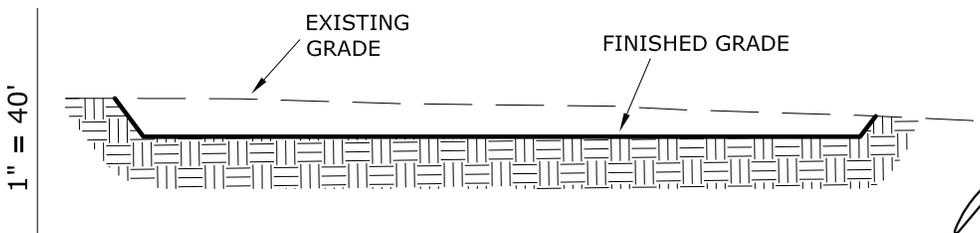
1" = 80' CROSS SECTION D-D'



1" = 80' CROSS SECTION C-C'

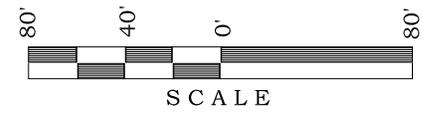


1" = 80' CROSS SECTION B-B'



1" = 80' CROSS SECTION A-A'

CONFIDENTIAL



**CRESCENT POINT ENERGY**

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**WELL PAD - CROSS SECTION**

**GARDNER 12-36-3-2E**  
**2169' FSL & 466' FWL**  
**LOCATED IN SECTION 36, T3S, R2E,**  
**U.S.B.&M., UINTAH COUNTY, UTAH.**

<b>TIMBERLINE</b>		(435) 789-1365
ENGINEERING & LAND SURVEYING, INC. 209 NORTH 300 WEST - VERNAL, UTAH 84078		
DATE SURVEYED: 1-12-15	SURVEYED BY: A.F.	SHEET NO: <b>4</b> OF 13
DATE DRAWN: 1-19-15	DRAWN BY: S.A.	
SCALE: 1" = 80'	Date Last Revised:	

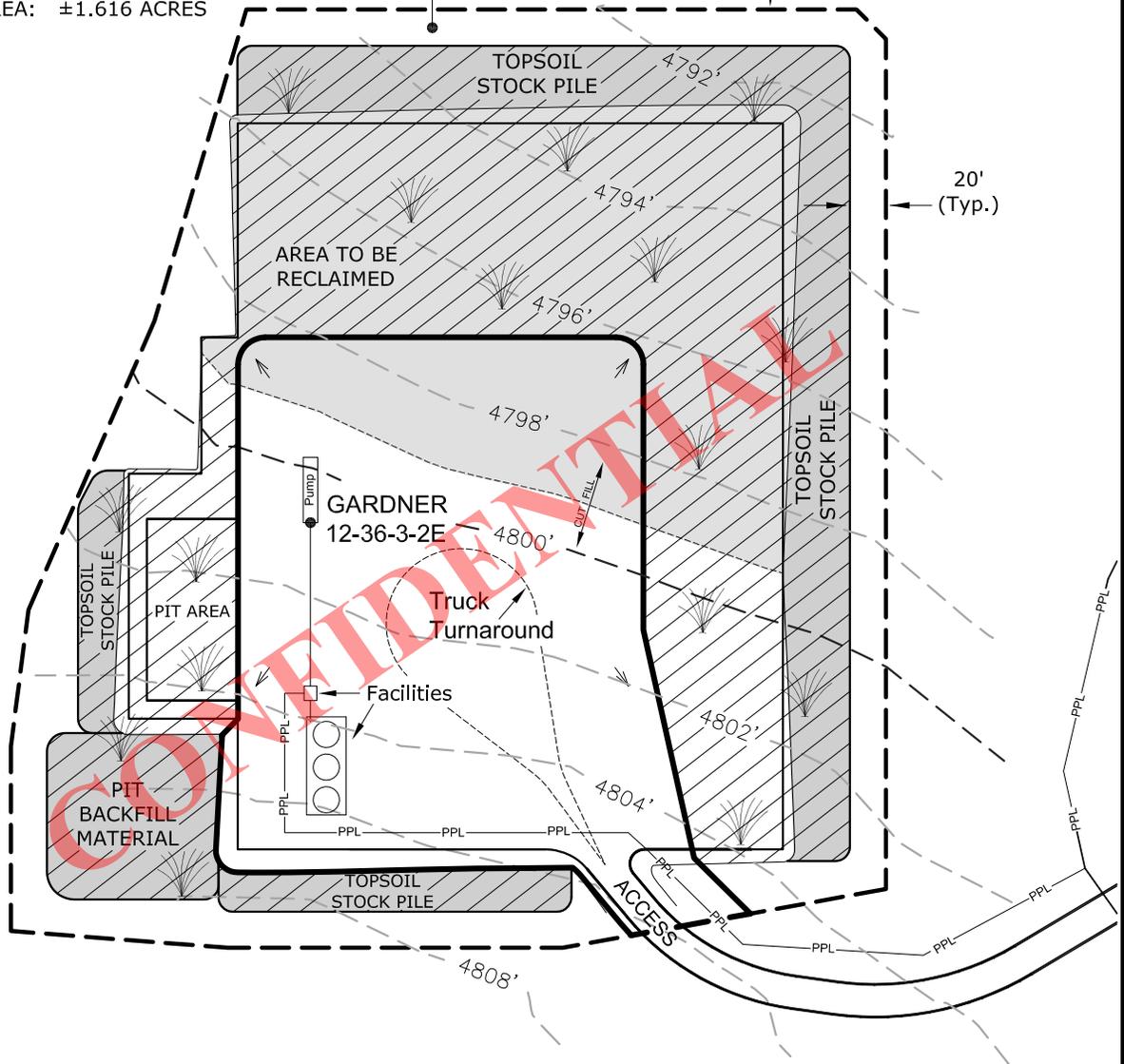
**NOTE:**

1. PRODUCTION EQUIPMENT LOCATION  
COULD VARY DUE TO SITE AND  
OPERATION EFFECTIVENESS.

2. AREA WITHIN SURFACE DISTURBANCE  
BOUNDARY: ±5.051 ACRES  
RECLAIMED AREA: ±3.435 ACRES  
UN-RECLAIMED AREA: ±1.616 ACRES

Re-Vegetate Areas  
of Disturbance  
As-Needed

SURFACE  
DISTURBANCE  
BOUNDARY



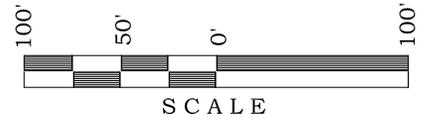
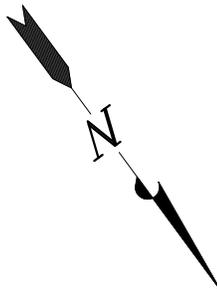
**LEGEND**

↘ = Anchor

= Area to be Reclaimed and Vegetated

--- = CONTOURS (2' INTERVALS)

—PPL— = PROPOSED PIPELINE



**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**INTERIM RECLAMATION DIAGRAM**

**GARDNER 12-36-3-2E**  
**2169' FSL & 466' FWL**  
**LOCATED IN SECTION 36, T3S, R2E,**  
**U.S.B.&M., UINTAH COUNTY, UTAH.**

**TIMBERLINE**

(435) 789-1365

ENGINEERING & LAND SURVEYING, INC.  
209 NORTH 300 WEST - VERNAL, UTAH 84078

DATE SURVEYED: 1-12-15	SURVEYED BY: A.F.	SHEET NO: <b>5</b> OF 13
DATE DRAWN: 1-19-15	DRAWN BY: S.A.	
SCALE: 1" = 100'	Date Last Revised:	



Crescent Point

main / 720.680.3610  
fax / 303.292.1562  
toll free / 1.888.693.0020  
555 17th Street, Suite 1800  
Denver, Colorado  
USA 80202

October 16, 2014

Mr. Brad Hill  
Division of Oil, Gas and Mining  
1594 West North Temple  
Salt Lake City, UT 84116

*Re: 12 Proposed Gardner Wells  
Bonded Surface Access  
Gardner Trust Property  
Township 3 South, Range 2 East,  
USM  
Sections 25, 26, 27, 35 and 36  
Uintah County, Utah*

Dear Mr. Hill:

Pursuant to the provisions of Utah Code Ann. §40-6-20 and Utah Admin. Code Rule R649-3-38, Crescent Point Energy US Corp. ("CPE") requests approval of the twelve (12) enclosed bond applications and accompanying checks, each in the amount of \$6,000.00, to secure access on the captioned lands for the wellsites, access roads and pipeline/utility corridors for the proposed wells, to be located on the lands described in Exhibit "A" to the Affidavit of Good Faith Efforts to Secure Gardner Surface Use Agreement. The current surface owner of the captioned lands is Shane W. Gardner and Gail M. Gardner, Co-Trustees of the Shane and Gail Gardner Family Trust, dated November 1, 1996. In support of this request, we also submit the following:

- Affidavit Concerning Good Faith Efforts to Secure Gardner Surface Use Agreement executed by Kyle Morse on October 16, 2014 (the "Affidavit");
- Copy of a Letter dated May 30, 2014 from David P. Bolda with the firm of Beatty & Wozniak, P.C., our local Utah Counsel, to Mr. Wes Gardner, with a copy of return receipt indicating his receipt on June 9, 2014;



Crescent Point

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USA 80202

Mr. Brad Hill  
October 16, 2014  
Page 2

- Copy of the patents pertaining to the captioned lands and subject wells wherein the surface and minerals were patented into fee (private) ownership; and
- Copy of the Plats associated with the proposed wells.

As you are aware, Utah Admin. Code Rule R649-3-38 provides in relevant part:

In accordance with [Utah Code Ann.] Section 40-6-20, an owner or operator may enter onto surface land under which the owner or operator holds rights to conduct oil and gas operations and use the surface land to the extent reasonably necessary to conduct oil and gas operations and consistent with allowing the surface land owner the greatest possible use of the surface land owner's property, to the extent that the surface land owner's use does not interfere with the owner's or operator's oil and gas operations.

The surface use bond shall be in the amount of \$6,000 per well site and shall be conditioned upon the performance by the owner or operator of the duty to protect a surface land owner against unreasonable loss of crops on surface land, unreasonable loss of value of existing improvements, and unreasonable permanent damage to surface land.

The surface use bond shall be furnished to the division on Form 4S after good faith negotiation and prior to the approval of the application for permit to drill.

The chronology of current land status and legal justification for CPE's bonding on to the Gardner Trust property is fully outlined in the May 30, 2014 Letter and its enclosures. As reflected therein and by the attached patents, the surface and mineral estates of all of the lands related to the subject wells (outlined on Exhibit "A" to the Affidavit) were jointly patented into fee ownership. By subsequent conveyances, the surface and mineral estates were severed, occurring prior to the Gardner's acquisition of



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Mr. Brad Hill  
October 16, 2014  
Page 3

the captioned lands. The mineral estate was subsequently leased to CPE, or its predecessors, granting to CPE the rights of ingress and egress and the right to use the surface for mineral exploration and extraction.

Under the provisions of Utah Code Ann. §40-6-20 and Utah Admin. Code Rule R649-3-38, the bond amount is \$6,000 per well site and “within 30 days of the notification [that a surface use agreement could not be reached] or as soon as weather conditions permit, the division shall conduct an inspection and evaluation of the well site in order to establish minimum well site restoration requirements for the purpose of final bond release,” (Utah Admin. Code Rule R649-3-34). In light of these matters, CPE respectfully submits the enclosed bond applications and corresponding bond checks and requests that an on-site inspection be scheduled to establish minimum well site restoration requirements.

On behalf of CPE, I thank you in advance for your attention to this matter. Please advise me of your decision on acceptance of the enclosed bonds and the scheduling of the on-site inspection. As stated in the Affidavit, we are coming up on lease expirations and need to access the lands as soon as possible. Should you have any further questions, require additional information, or if I may be of further assistance in your review of this request, please do not hesitate to contact me.

Jordan Wells

Landman  
303-382-6785  
Jwells@CrescentPointEnergy.com



Trust was provided to Wes Gardner on June 6th, 2014. Surveys were initiated on June 10th, 2014, and completed in the following weeks.

7. At my direction, and on behalf of CPE, Marty Lowe, an independent landman on contract with CPE contacted Wes Gardner on May 10th, 2014 with an offer for a comprehensive surface use agreement covering the Gardner property. Mr. Lowe offered \$10,000.00 per well pad as a one-time payment, plus \$20.00 per rod for roads and \$20.00 per rod for pipelines. Wes Gardner declined. On May 12th, 2014, Mr. Lowe contacted Wes Gardner with an offer of \$3,600.00 per well pad as an upfront payment, plus \$1,000.00 per year, per well pad, and \$20.00 per rod for roads and \$20.00 per rod for pipelines. Wes Gardner declined. On May 16th, 2014, Mr. Lowe offered CPE's best offer field-wide of \$3,600.00 per well pad as an upfront payment, plus \$2,000.00 per year, per well pad, and \$20.00 per rod for roads and \$20.00 per rod for pipelines. Wes Gardner again declined, and countered with \$10,000.00 per well pad as an upfront payment, plus \$3,500.00 per wellbore hole annually, plus \$1.50 per foot for pipeline, or road, or power line (\$1.50/foot for each line) annually, and the ability to renegotiate the entire deal every seven (7) years.

8. After negotiations failed to result in a surface use agreement, we asked our local counsel in Utah, Beatty & Wozniak, P.C., to aid us in moving negotiations forward. By certified letter dated May 30, 2014, Beatty & Wozniak, P.C. sent a letter to Wes Gardner outlining the rights of a lessee to access the surface and our desire to negotiate a mutually acceptable surface use agreement. The letter gave Wes Gardner fourteen (14) days to respond and work towards a mutually beneficial agreement or other options to access the surface would have to be explored.

9. Shortly after the certified letter was sent to Wes Gardner, we contacted Brad Hill with the Utah Division of Oil, Gas and Mining ("DOGMA") to inform him that we had not been able to reach an agreement with Wes Gardner for a surface use agreement. Immediately after Wes Gardner was contacted by DOGMA, he entered into a surface use agreement with another operator who owns a minority interest in the same area where CPE is a majority interest owner, inclusive of the Subject Lands. Attempts to negotiate an assignment of that surface use agreement from the other operator to CPE, as it relates to the Subject Lands and wells, among other lands owned by the Trust, have been unsuccessful.

10. Again, at my direction, and on behalf of CPE, Mr. Lowe contacted Wes Gardner on October 2, 2014 and this time offered \$10,000.00 per well pad and the first bore hole as a one-time payment, \$10,000.00 per additional bore hold per well pad, \$2,000.00 annual payment per well pad, and a \$30.00 per rod payment for roads and \$30.00 per rod payment for pipelines. This offer is more than CPE has offered any other surface owner. Wes Gardner has again declined this offer or refused to sign the surface use agreement under these terms.

11. Time is now of the essence for CPE to secure access to the surface of the Subject Lands to commence drilling due to lease obligations and expiration dates. Based on my experience in the Randlett area, I believe the offers made by CPE to Mr. Wes Gardner are consistent and in line with surface damage offers made by other operators in the area and are fair and reasonable under the circumstances.

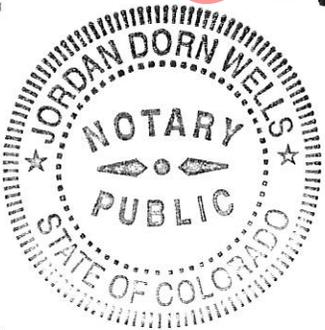
DATED this 16<sup>th</sup> day of OCTOBER, 2014.

*Kyle Morse*  
KYLE MORSE

Subscribed and sworn to, and acknowledged, by Kyle Morse before me this 16<sup>th</sup> day of OCTOBER, 2014.

My Commission Expires:  
2/29/2016

*Jordan Dorn Wells*  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_



**“EXHIBIT A”**

ATTACHED AND MADE IN WHOLE A PART OF AFFIDAVIT CONCERNING GOOD FAITH EFFORTS TO SECURE GARDNER SURFACE USE AGREEMENT DATED \_\_\_\_\_, 2014.

**Wells:**

CPE plans to drill the Gardner 4-25-3-2E well, with a wellpad location in the NWNW (Lot 1) of Section 25, Township 3 South, Range 2 East, USM, and with road access and an associated pipeline/utility corridor across portions of the NWNW of said Section 25.

CPE plans to drill the Gardner 11-25-3-2E well, with a wellpad location in the NESW (Lot 3) of Section 25, Township 3 South, Range 2 East, USM, and with road access and an associated pipeline/utility corridor across portions of the NESW of said Section 25.

CPE plans to drill the Gardner 12-25-3-2E well, with a wellpad location in the NWSW of Section 25, Township 3 South, Range 2 East, USM, and with road access and an associated pipeline/utility corridor across portions of the NWSW of said Section 25.

CPE plans to drill the Gardner 1-26-3-2E well, with a wellpad location in the NENE of Section 26, Township 3 South, Range 2 East, USM, and with road access and an associated pipeline/utility corridor across portions of the NENE of said Section 26.

CPE plans to drill the Gardner 15-26-3-2E well, with a wellpad location in the SWSE of Section 26, Township 3 South, Range 2 East, USM, and with road access and an associated pipeline/utility corridor across portions of the SWSE of said Section 26.

CPE plans to drill the Gardner 16-26-3-2E well, with a wellpad location in the SESE of Section 26, Township 3 South, Range 2 East, USM, and with road access and an associated pipeline/utility corridor across portions of the SESE of said Section 26.

CPE plans to drill the Gardner 9-27-3-2E well, with a wellpad location in the NESE of Section 27, Township 3 South, Range 2 East, USM, and with road access and an associated pipeline/utility corridor across portions of the NESE of said Section 27.

CPE plans to drill the Gardner 1-35-3-2E well, with a wellpad location in the NENE of Section 35, Township 3 South, Range 2 East, USM, and with road access and an associated pipeline/utility corridor across portions of the NENE of said Section 35.

CPE plans to drill the Gardner 7-35-3-2E well, with a wellpad location in the SWNE of Section 35, Township 3 South, Range 2 East, USM, and with road access and an associated pipeline/utility corridor across portions of the SWNE of said Section 35.

CPE plans to drill the Gardner 8-35-3-2E well, with a wellpad location in the SENE of Section 35, Township 3 South, Range 2 East, USM, and with road access and an associated pipeline/utility corridor across portions of the SENE of said Section 35.

CPE plans to drill the Gardner 3-36-3-2E well, with a wellpad location in the NENW (Lot 1) of Section 36, Township 3 South, Range 2 East, USM, and with road access and an associated pipeline/utility corridor across portions of the NENW of said Section 36.

CPE plans to drill the Gardner 12-36-3-2E well, with a wellpad location in the NWSW of Section 36, Township 3 South, Range 2 East, USM, and with road access and an associated pipeline/utility corridor across portions of the NWSW of said Section 36.

**CONFIDENTIAL**

**BEATTY & WOZNIAK, P.C.**

DAVID P. BOLDA

DIRECT: (801) 676-2311

E-MAIL: DBOLDA@BWENERGYLAW.COM

ATTORNEYS AT LAW  
7440 CREEK ROAD, SUITE 250  
SANDY, UTAH 84093  
TELEPHONE (801) 566-8446  
FACSIMILE (801) 566-8447  
www.bwenergylaw.com

CASPER  
CHEYENNE  
DENVER  
SALT LAKE CITY  
SANTA FE

May 30, 2014

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

Shane W. Gardner and Gail M. Gardner  
Co-Trustees of the Shane and Gail Gardner  
Family Trust, dated November 1, 1996  
c/o Wes Gardner  
Route 1 Box 1346  
Roosevelt, UT 84066

*Re: Proposed Wells, Wellpads, Access Road and  
Utility Corridor Easements covering portions of  
Sections 25, 26, 27, 35 and 36 in Township 3  
South, Range 2 East, Uintah County, Utah*

Dear Mr. Gardner:

This office serves as Utah legal counsel for Crescent Point Energy U.S. Corp (“Crescent Point”). I am following up to various correspondence between you and Brian Foote of Crescent Point and John Mudon and Marty Lowe, contract landmen for Crescent Point, and acting on Crescent Point’s behalf, requesting easements upon the captioned lands owned of record by your parents as Co-Trustees of the Shane and Gail Gardner Family Trust for: (1) fourteen wellpads, encompassing approximately 42 acres, to drill and install equipment for the proposed wells; and (2) a 50'-wide road easement and a 30'-wide pipeline/utility corridor easement, encompassing approximately 10 acres, to access and service the proposed wells. Plats with a precise description of all proposed operations on your lands have not been provided to you yet and cannot be provided until a survey for the well locations, pipeline easement and access road is completed.

Mr. Mudon made initial contact with you on October 21, 2013, to discuss conducting a survey of a pipeline route with the understanding that you have the authority to act on your parent’s behalf as they are out of the country. Permission was granted by

Shane W. Gardner and Gail M. Gardner  
c/o Wes Gardner  
May 30, 2014  
Page 2

you at that time to conduct a survey and the survey was performed on October 31, 2013. The initial offer made related only to a 3,600 foot pipeline easement and was made on December 6, 2013. The offer was for a one-time payment of \$55.00 per rod (a rod equals 16.5 feet). This offer was subsequently rejected by you.

Between January 13, 2014, and May 16, 2014, there have been several discussions between you and the representatives of Crescent Point in an attempt to reach a Surface Use Agreement and Easement which included wellpads, access roads and the aforementioned pipeline easement. While there have been several discussions, no agreement has been reached. The most recent, and still current, offer from Crescent Point is as follows:

- 1) \$3,600 for each of the fourteen wellpads ( $\$3,600 \times 14 = \$50,400$ );
- 2) \$2,000 annual payment for each wellpad; and
- 3) \$40 per rod for the road and pipeline easements

However, this offer was rejected by you and you countered as follows:

- 1) \$10,000 upfront payment;
- 2) \$3,500 annual payment for each wellbore hole;
- 3) \$1.50 per foot annual payment for each pipeline installed, road built and power line installed; and
- 4) Renegotiation of the entire deal every seven years

My purpose is to provide you some additional title and legal background concerning the property, outline Crescent Point's access rights as the operator under Ute Tribal Indian Oil and Gas Exploration and Development Agreement No. 14-20-H62-6288 (the "EDA") covering portions of the captioned lands, among many others, access rights as the current oil and gas lessee of the fee (private) mineral interests and to facilitate a mutually acceptable accommodation for the exercise of Crescent Point's rights, including access to your property to complete a survey.

Shane W. Gardner and Gail M. Gardner  
c/o Wes Gardner  
May 30, 2014  
Page 3

The explanation of Crescent Point's rights of access that follows has been divided up into two parts. The first applies to the rights as they relate to federal/tribal mineral ownership and the second relates to fee mineral ownership.

*Federal/Tribal Mineral Ownership*

The Captioned Lands were declared to be part of the Uintah Indian Reservation by proclamation of President Lincoln in 1861, while Utah was still a Federal territory and before Statehood (in 1896). By a series of Presidential proclamations issued and Congressional enactments made between 1902 and 1905, these lands were declared to be open for public entry and settlement by non-Indians. By various Patents, all of the captioned lands were conveyed into fee ownership by the United States. However, the Patents conveying the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 25, the SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$  and NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 26, the NW $\frac{1}{4}$ SE $\frac{1}{4}$  and NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35 and the W $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 36 (inclusive of your lands) contain provisions that reserved the oil and gas, among other substances, in the United States.

Patent No. 1211460 dated August 12, 1960, conveying the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 25 states "[t]his patent is issued subject to the reservation of all oil, gas and other minerals to the United States in trust for the beneficial owners thereof, their heirs and assigns."

Patent No. 1030653 dated September 7, 1929, conveying the SE $\frac{1}{4}$ NE $\frac{1}{4}$  and NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 26 expressly reserved to the United States:

...all oil and gas in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509).

Patent No. 1016379 dated May 21, 1928, conveying the SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$  and NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 26, Patent No. 971127 dated December 18, 1925, conveying the NW $\frac{1}{4}$ SE $\frac{1}{4}$  and NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35 and Patent No. 953883 dated February 21, 1925, conveying the W $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 36 all expressly reserved to the United States:

Shane W. Gardner and Gail M. Gardner  
c/o Wes Gardner  
May 30, 2014  
Page 4

...all oil and gas and all shale or other rock valuable as a source of petroleum and nitrogen in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509).

In other words, all of the oil and gas, together with the inherent rights of ingress and egress to extract and produce the same, were reserved by the United States. Thus, the Patentee, your predecessor in title, was only assigned the surface and in some cases, certain minerals other than oil and gas. A copy of these Patents, on file with the United States Bureau of Land Management ("BLM"), are attached for your immediate reference.

By Order of the Secretary of the Interior dated August 25, 1945 (10 Fed. Reg. 12409, LD 183), all lands within the original Uintah Indian Reservation that had not been so entered or settled were declared to be part of the renamed Uintah and Ouray Indian Reservation, with title to said land, *including* any and all oil, gas and other minerals reserved by the United States in previously granted patents (such as Patent Nos. 1211460, 1030653, 1016379, 971127 and 953883), restored to and vested in the United States of America, in trust for the Ute Indian Tribe of the Uintah and Ouray Reservation. An internal dispute between full blood and mixed-blood Ute Indians then arose, resulting in Congress enacting the Act of August 27, 1954 (Public Law 621; 687 Stat. 868, *et seq.*), more commonly known as "the Ute Partition Act of 1954." Under this Act, all oil, gas and other minerals so owned in trust by the United States within the Reservation are to be jointly managed, with the approval of the Secretary of the Interior (acting through the Bureau of Indian Affairs ("BIA")), by the Ute Indian Tribe (the "Tribe") and the representative organization of the mixed bloods (currently the Ute Distribution Corporation ("UDC")), with voting percentages and revenue distribution made in accordance with the rolls of each type of Indian as of a set date. Additionally, the Secretary of the Interior was expressly given the authority to execute patents and other instruments as necessary or appropriate to carry out the provisions of the Act.

The Tribe and UDC, with the approval of the BIA, entered into the EDA, which covers portions of the captioned lands (inclusive of your lands), among many others, with Ute Energy Upstream Holdings, LLC ("Ute Energy"), effective December 27, 2010. A memorandum of the material terms of the EDA was recorded on March 7, 2011 in Book 1225, Page 864, Uintah County Realty Records (the "Memorandum"). A copy of the Memorandum is also enclosed herewith for your immediate reference. Crescent Point

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c/o Wes Gardner  
May 30, 2014  
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subsequently acquired all of Ute Energy's interest and rights under the EDA and a copy of the assignment from Ute Energy to Crescent Point evidencing the succession of that interest was recorded on July 25, 2013, in Book 1342, Page 12, Uintah County Realty Records. You are particularly directed to Paragraph 3 of the Memorandum, which summarizes that Crescent Point:

... shall have full rights of ingress and egress to enter the surface of the Lands [inclusive of the captioned lands], and to install, construct and maintain any and all facilities and equipment related to operations under the EDA including operations under each Lease [earned under the terms of the EDA]. This includes drilling wells, construction of roads and pipelines, and installation and operation of equipment and facilities, including tank batteries, serving the Leases.

In addition, Paragraph 4 outlines that these are rights exclusive to Crescent Point (as the successor to Ute Energy). Finally, as outlined in Paragraph 5, the initial term of the EDA is for 5 years with the option to extend for two additional terms of 5 years each. This means that the initial term runs until December 27, 2015, during which time the EDA will remain in full force and effect, with provisions in the EDA to extend the agreement beyond its initial term. Crescent Point, as the successor to Ute Energy and a party to the EDA, is therefore "a person authorized" to "prospect for, mine and remove" the oil and gas underlying your lands and the other relevant lands, and its rights to access the property for survey purposes, construct the requested wellpads, access roads and utility/pipeline corridors related thereto on your lands pursuant to the EDA are therefore superior and unquestionable. Crescent Point must, however, comply with the provisions of the 1914 Act cited in the Patents and the regulations promulgated pursuant thereto in the exercise of its rights under the EDA.

Specifically, the 1914 Act, a copy of which is also attached hereto for your reference, provides in relevant part:

Any person qualified to acquire the reserved deposits [such as Crescent Point] may enter upon said lands with a view of prospecting for the same upon the approval of the Secretary of the Interior [or his delegated agency, the BLM] of a bond or undertaking to be filed with him as security for the payment of all damages to the crops and improvements on such lands by reason of such prospecting, the measure of any such damages to be fixed by

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agreement of the parties or by a court of competent jurisdiction. Any person who has acquired from the United States [or its successors, the Tribe and UDC] the title to or the right to mine and remove the reserved deposits [such as Crescent Point], should the United States [or its successors, the Tribe and UDC] dispose of the mineral deposits in lands, may reenter and occupy so much of the surface thereof as may be required for all purposes reasonably incident to the mining and removal of the minerals therefrom, and mine and remove such minerals upon payment of damages caused thereby to the owner of the land, or upon giving a good and sufficient bond or undertaking therefor in an action instituted in any competent court to ascertain and fix said damages.

Note, the measure of damages is not the "fair market" value of the land, but only relates to crops and *tangible agricultural* improvements (see *Kinney-Coastal Oil Co. v. Kieffer*, 277 U.S. 488, 504-505 (1928)). Also, the statute, at a minimum, requires only the filing of a bond in an amount to cover such damages, not necessarily direct payment to the surface owner for such damages.

In addition to the statute, the provisions of Onshore Order No. 1 (72 FR 10329) also apply. This Order was issued by the BLM, but is applicable to this situation because the BLM oversees oil and gas operations on behalf of the BIA and the Tribe pursuant to an inter-agency agreement. Section VI of Onshore Order No. 1 provides in relevant part:

The Federal mineral lessee has the right to enter the property for this purpose since it is a necessary prerequisite to the development of the dominant mineral estate. Nevertheless, the lessee or operator should seek to reach agreement with the surface owner about the time and method by which any survey would be conducted.... [I]n the case of actual oil and gas operations, the operator must make a good faith effort to notify the private surface owner before entry and make a good faith effort to obtain a Surface Access Agreement from the surface owner.... The Surface Access Agreement may include terms and conditions of use, be a waiver, or an agreement for compensation. The operator must certify to the BLM that: (1) It made a good faith effort to notify the surface owner before entry; and (2) That an agreement with the surface owner has been reached or that a good faith effort to reach an agreement failed. If no agreement was reached with the surface owner, the operator must submit an adequate bond

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(minimum of \$1,000) to the BLM for the benefit of the surface owner sufficient to: (1) Pay for loss or damages; or (2) As otherwise required by the specific statutory authority under which the surface was patented and the terms of the lease.

Surface owners have the right to appeal the sufficiency of the bond. Before the approval of the APD [Application for Permit to Drill], the BLM will make a good faith effort to contact the surface owner to assure that they understand their rights to appeal.

Section VII of Onshore Order No. 1 incorporates these requirements to situations like the one at issue here, where the oil, gas and minerals are subject to a Tribal Indian lease or exploration and development agreement but the surface is privately owned. Note, under the outlined bonding procedure, you will receive no direct compensation from Crescent Point; only upon a verified claim for actual proven damages and demand upon the bond surety would you receive *any* payment.

#### *Fee Mineral Ownership*

The remainder of the surface and the oil and gas estates in the Captioned Lands were severed prior to your acquisition of the surface estate. In fact, the Warranty Deed dated November 5, 2007, and recorded on November 9, 2007, in Book 1062, Page 104, from R. Craig Flitton and Irene J. Flitton to W. Shane Gardner and Gail M. Gardner as Co-Trustees of the Shane and Gail Gardner Family Trust, dated the 1<sup>st</sup> day of November, 1996, excepts from the conveyance "all oil, gas, and minerals rights."

Several of the oil and gas owners have leased their oil and gas rights in the Captioned Lands to Crescent Point's predecessors. While you have not been provided with a copy of every lease granted covering the lands, under Utah Statute, you are charged with *constructive* knowledge of the rights granted under the leases when they are recorded in the Uintah County Recorder's Office. As an example, Kenneth D. Luff, Trustee of the Kenneth D. Luff Trust dated December 1, 1992, granted that certain Oil and Gas Lease dated August 30, 2011, and recorded September 22, 2011, in Book 1248, Page 752, to Ute Energy Upstream Holdings LLC (predecessor in interest to Crescent Point). The Lease from Kenneth D. Luff expressly provides that Lots 3 and 4 of Section 25 and Lots 1-4 and the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 36, are exclusively leased to the Lessee:

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[f]or the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, telephone and electric transmission lines, building, maintaining and using roads, bridges, tanks and other structures thereon to produce, save and take care of said products ....

(A copy of the lease is attached for your review). The only restrictions on the Lessee's rights are set forth in Paragraphs 7-9 of the lease. The Lease states, that the Lessee is to bury pipe lines below plow depth when requested, shall not drill a well nearer than 200 feet to "the house or barn now on said premises without the written consent of" Lessor and, most importantly, shall pay for damages caused by its operations on said land. Finally, Paragraph 12 of the lease grants to the Lessee the right, at its option and at any time, to pool or unitize the leasehold estate and mineral estate with any other lands and leaseholds in the vicinity of the leased lands. Any well drilled or operations conducted on any of the lands so pooled or unitized are expressly considered under the terms of the lease to be a well drilled or operations conducted under the terms of the lease. We note that the other leases covering the captioned lands contain similar, if not identical, language.

As you are aware, Crescent Point plans to drill fourteen wells upon lands owned by you. The leases covering your property unequivocally grant to Crescent Point, as current lessee, the right to utilize the proposed portion of your lands for the various drillsites. In addition, Utah courts have expressly recognized that the mineral estate is dominant over the surface estate. As stated by the Utah Supreme Court in *Flying Diamond Corp. v. Rust*, 551 P.2d 509 (Utah 1976):

The general rule which is approved by all jurisdictions that have considered the matter is that ownership (or rights of a lessee) of mineral rights and land is dominant over the rights of the owner of the fee [surface] to the extent reasonably necessary to extract the minerals therefrom. This dominance is limited in that the mineral owner may exercise that right only as is reasonably necessary for that purpose and consistent with allowing the fee [surface] owner the greatest possible use of his property consistent therewith.

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*Id.*, at 511. The geologic and topographic characteristics of the land dictate the well locations and the portion of your lands required for the same. Crescent Point believes its use of this portion of your lands constitutes the “reasonable accommodation” required under this case law, still allowing you the “greatest possible use of your property.” In addition, the measure of damages that is to be paid for the drillsite use is not “fair market value” or the “highest and best use” of the property. Instead, it is the language of the oil and gas leases that controls the amount of such damages. See *Smith v. Linmar Energy Corp.*, 790 P.2d 1222, 1225 (Utah Ct. App. 1990).

In addition to the terms of the leases and the case law referenced above, the State legislature recently passed the Utah Surface Owner Protection Act which took effect on May 8, 2012. The Act applies to APD’s filed on or after July 1, 2012. The stated purpose of the Act, which modifies portions of Utah Code Ann. § 40-6 and enacts new provisions codified at Utah Code Ann. §40-6-20, is principally to protect a surface land owner against “unreasonable” loss of crops, loss of value of existing improvements, and permanent damage (see Utah Code Ann. §§ 40-6-5(2)(d)(viii) and 40-6-20(2)(c)). An oil and gas operator may use the surface land “to the extent reasonably necessary to conduct oil and gas operations” but “consistent with allowing the surface land owner the greatest possible use of the surface land owner’s property, to the extent that the surface land owner’s use does not interfere with the owner’s or operator’s oil and gas operations” (see Utah Code Ann. § 40-6-20(1)(b)). The statute expressly applies to those situations where a fee surface estate has been completely severed from fee oil and gas estates and the surface owner is not a successor or party to an existing oil and gas lease or surface use agreement applicable to the surface owner’s land (see Utah Code Ann. §§ 40-6-2(23), (24) and 40-6-5(8)).

This statute does not alter the judicial pronouncement in Utah that, in instances where the mineral estate has been severed from the surface estate, the mineral estate is the dominant estate (see *Flying Diamond Corp. v. Rust*, 551 P.2d 509 (Utah 1976)), but it does provide statutory requirements for the oil and gas operator to conduct operations in a reasonable manner and to accommodate the private surface owner’s use of his land as much as is reasonably possible by, among other things, mitigating the effects of the surface use and by minimizing interference with the surface owner’s use of the land. Any “unreasonable” loss of crops, loss of value to existing improvements, or permanent damage must be fairly compensated. Of course, whether an operator’s conduct is “reasonable” or “unreasonable” will be determined by the particular facts and circumstances, but the operator is not required to obtain a well location exception from

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existing rules or orders, or utilize directional/horizontal drilling techniques that are not "technologically feasible," "economically practicable" or "reasonably available" (see Utah Code Ann. § 40-6-20(3)). Non-binding mediation through DOGM is available to the parties, but mediation will "not prevent or delay an owner or operator from conducting oil and gas operations in accordance with applicable law" (see Utah Code Ann. § 40-6-21(5)).

Regulations implementing the Act were approved effective January 23, 2013. The regulations add little more to the Act other than defining "crops" as "any growing, vegetative matter used for an agricultural purpose, including forage for grazing and domesticated animals," and adding a requirement that a surface bond, after good faith negotiations between the surface owner and operator, be filed with DOGM in the amount of \$6,000 per well site for the protection against irrevocable loss or damage (see Utah Admin. Code Rule R649-3-38). In other words, in the absence of a Surface Use Agreement, Crescent Point's use of your surface lands will be governed by state statute and federal regulations. As stated above, this approach will not result in any direct payment to you unless a demand upon the bond is made after a judicial determination that any use of the surface resulted in "unreasonable" damages. The statutes require that Crescent Point obtains a bond in the amount of \$6,000 per well.

I cannot speak as to whether your parent's predecessor in title or their title insurance agent and/or policy notified or otherwise identified to them all of the rights associated with the previously conveyed oil and gas rights, including the express rights of ingress and egress, in relation to the rights and title they acquired. I can assure you, however, that, under Utah statutory law, they were charged with *constructive* knowledge of those previously conveyed access rights when they acquired their interest in the lands (see Utah Code Ann. §57-3-102 for current codification).

Messrs. Mudon's, Foote's and Lowes, previous phone discussions and correspondence with you constitute Crescent Point's initial good faith efforts to reach an agreement with you as required under Onshore Order No. 1 as to the federal/tribal mineral ownership and the requirements under Utah statutory and case law as to the fee mineral ownership. The offers are consistent with, if not better than, the compensation offered on a per-acre equivalent made to other owners in this general area. Crescent Point remains willing to negotiate with you, but in full light, and with full appreciation, of its rights as outlined above.

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c/o Wes Gardner  
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Please understand also that Crescent Point cannot finalize plats showing its anticipated use of the surface until they have completed their survey of the lands. Although not required by Utah law to do so, Crescent Point is requesting your permission for access to your land to survey the same. Granting your permission for survey purposes only allows them to do just that. It does not grant permission to begin construction but it is a necessary step in the process.

Hopefully, this letter will be helpful to you to better understand the situation. If you are interested in receiving direct compensation for the exercise of Crescent Point's rights, then please directly contact Mr. Jordan Wells, the corporate Crescent Point landman (telephone: 303-382-6785; e-mail: [jwells@crestpointenergy.com](mailto:jwells@crestpointenergy.com)), at your earliest convenience. You are also strongly advised, if you have not done so already, to contact competent Utah oil and gas counsel to independently confirm the matters outlined herein.

It is Crescent Point's sincere hope to reach a mutually beneficial agreement with you. Please be advised, however, that time is of the essence because Crescent Point has contractual obligations under the EDA and other leases and to keep its drilling rigs working and the proposed wells on your property are necessary to satisfy the same. If progress towards a satisfactory resolution is not made within fourteen (14) days from the receipt of this letter, Crescent Point will have no recourse other than to initiate the procedures as outlined above to secure the access and the exercise of its other development rights. Your immediate attention is therefore requested.

Finally, in order to confirm that you have the authority to act on your parent's behalf as trustees of the trust and to negotiate and sign a surface use agreement, Crescent Point requests that you provide an appropriate power of attorney confirming the same. In the event you do not have a power of attorney, or other evidence of your authority to act on their behalf, Crescent Point can provide an appropriate power of attorney for your parent's signature as trustees of the trust in anticipation of a reaching a mutually acceptable agreement.

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c/o Wes Gardner  
May 30, 2014  
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On behalf of Crescent Point, I thank you for your consideration. Please feel free to either directly contact Mr. Wells or have your counsel (if retained) contact me with any other questions or concerns.

Respectfully,

BEATTY & WOZNIAK, P.C.

By:   
David P. Bolda

DPB  
2193.26  
Enclosures  
cc: Jordan Wells

**CONFIDENTIAL**

05951  
9018-60 B. I. A.

4-1013

## The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, an Order of the authorized officer of the Bureau of Indian Affairs is now deposited in the Bureau of Land Management, directing that a fee simple patent issue to the Roosevelt Realty and Development Company, pursuant to the Act of August 27, 1954 (68 Stat. 868), for the following described land:

Uinta Meridian, Utah.

T. 1 S., R. 1 W.,  
Sec. 35, SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 36, SW $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
T. 1 S., R. 3 W.,  
Sec. 8, SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 16, NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
T. 2 S., R. 1 W.,  
Sec. 1, SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 4, Lot 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
T. 2 S., R. 5 W.,  
Sec. 36, NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
T. 2 S., R. 7 W.,  
Sec. 14, NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
T. 3 S., R. 1 E.,  
Sec. 7, Lot 2, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ ;  
T. 3 S., R. 2 E.,  
Sec. 6, Lot 8;  
Sec. 25, SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
T. 3 S., R. 3 W.,  
Sec. 29, S $\frac{1}{2}$ NW $\frac{1}{4}$ ;  
T. 3 S., R. 8 W.,  
Sec. 35, E $\frac{1}{2}$ , NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ .

The areas described aggregate 1,234.89 acres, according to the Official Plats of the Surveys of the said Lands, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said Roosevelt Realty and Development Company and to its successors the Land above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Roosevelt Realty and Development Company and to its successors and assigns forever.

Patent Number 1211460

85951  
9018-60 B.I.A.

4-1011  
(July 1962)

This patent is issued subject to the reservation of all oil, gas and other minerals to the United States in trust for the beneficial owners thereof, their heirs and assigns.

The ~~RIGHTS~~ said Sec. 14 is subject to such rights for a pipeline as the Salt Lake Pipeline Company may have under the Act of February 5, 1948 (62 Stat. 17).

**CONFIDENTIAL**

IN TESTIMONY WHEREOF, the undersigned officer of the Bureau of Land Management, in accordance with section 1 of the act of June 17, 1948 (62 Stat., 476, 43 U. S. C. sec. 15), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

(SEAL)

GIVEN under my hand, in the District of Columbia, the ~~TWENTY~~ day of AUGUST in the year of our Lord one thousand nine hundred and SIXTY and of the Independence of the United States the one hundred and EIGHTY-FIFTH.

For the Director, Bureau of Land Management.

By *Ruth W. Talley*  
Chief, Patents Section.

RECORD OF PATENTS: Patent Number 1211160

Salt Lake City 045843.

4-1003-R.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Salt Lake City, Utah, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of William O. Gairl, has been established and duly consummated, in conformity to law, for the southeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of Section twenty-six in Township three south of Range two east of the Uintah Special Meridian, Utah, containing eighty acres,

according to the Official Plat of the Survey of the said Land, on file in the GENERAL LAND OFFICE:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States. ~~Excepting and reserving, also, to the United States all the oil and gas in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509).~~

IN TESTIMONY WHEREOF, I, **Herbert Hoover,**

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be herunto affixed.

GIVEN under my hand, at the City of Washington, the **SEVENTH**

(SEAL)

day of **SEPTEMBER** in the year of our Lord one thousand nine hundred and **TWENTY-NINE** and of the Independence of the United States the one hundred and **FIFTY-FOURTH**

By the President

By

*Herbert Hoover*  
*Viola B. Pugh*, Secretary.  
*M. P. LeRoy*  
 Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number **1030653**

Salt Lake City 045321

4-1003-R.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Salt Lake City, Utah, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Franklin Larsen Jansen has been established and duly consummated, in conformity to law, for the southeast quarter of the northwest quarter, the southwest quarter of the northeast quarter, the northwest quarter of the southeast quarter and the northeast quarter of the southwest quarter of Section twenty-six in Township three south of Range two east of the Uintah Special Meridian, Utah, containing one hundred sixty acres,

according to the Official Plat of the Survey of the said Land, on file in the GENERAL LAND OFFICE:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States. Also, excepting and reserving to the United States all oil and gas and all shale or other rock valuable as a source of petroleum and nitrogen in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509).

IN TESTIMONY WHEREOF, I, Calvin Coolidge,

President of the United States of America, have caused these letters to be made

Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, this TWENTY-FIRST

(SEAL)

day of MAY In the year of our Lord one thousand

nine hundred and TWENTY-EIGHT and of the Independence of the

United States the one hundred and FIFTY-SECOND

By the President:

*Calvin Coolidge*

By

*W. B. Cagle*, Secretary.

*M. P. LeRoy*  
Recorder of the General Land Office

Vernal 09505

4-1023-R.

## The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Vernal, Utah, has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant **Albert B. Moore** according to the provisions of the Act of Congress of April 24, 1920, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the northwest quarter of the southwest quarter and the northeast quarter of the southwest quarter of Section thirty-five in Township three south of Range two east of the Uinta Special Meridian, Utah, containing eighty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States. Also excepting and reserving to the United States all oil and gas and all shale or other rock valuable as a source of petroleum and nitrogen in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat., 505).

IN TESTIMONY WHEREOF, I, Calvin Coolidge,

President of the United States of America, have caused these letters to be made

Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, this EIGHTEENTH

(SEAL)

day of DECEMBER In the year of our Lord one thousand

nine hundred and TWENTY-FIVE and of the Independence of the

United States the one hundred and FIFTIETH

By the President:

*Calvin Coolidge*

By

*Viola B. Cagle*, Secretary.

*M. P. LeRoy*

Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 971127

4-1083-R.

Vernal 09504.

The United States of America,

In all in whom these presents shall come, Greeting.

WHEREAS, a Certificate of the Register of the Land Office at Vernal, Utah, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of William B. Tufford has been established and duly consummated, in conformity to law, for the west half of the northwest quarter of Section thirty-six in Township three south of Range two east of the Uintah Special Meridian, Utah, containing eighty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General

NOY KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described, TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right of way therein for ditches or canals constructed by the authority of the United States. Also excepting and reserving to the United States all the oil and gas and all shale or other rock valuable as a source of petroleum and nitrogen in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat., 509).

IN TESTIMONY WHEREOF, I, Calvin Coolidge,

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TWENTY-FIRST

(SEAL)

day of FEBRUARY In the year of our Lord one thousand nine hundred and TWENTY-FIVE and of the Independence of the United States the one hundred and FORTY-NINTH

By the President: Calvin Coolidge  
 By: D. B. Cagle, Secretary.  
 M. P. LeRoy, Register of the General Land Office.

RECORD OF PATENTS: Patent Number. 953883

ASSIGNMENT BK 1251 PG 85

RECONVEYANCE BK 1308 PG 173

RECONVEYANCE BK 1308 PG 217

Entry 2011001700  
Book 1225 Page 864EXHIBIT G

(UTE INDIAN TRIBE/UTE ENERGY UPSTREAM HOLDINGS, LLC/ UDC;  
EXPLORATION AND DEVELOPMENT AGREEMENT, DATED \_\_\_\_\_, 2010

MEMORANDUM OF  
EXPLORATION AND DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF EXPLORATION AND DEVELOPMENT AGREEMENT ("Memorandum") dated \_\_\_\_\_, 2010, sets forth a summary of the material provisions of the Exploration and Development Agreement (the "EDA"), effective ~~December 27~~, 2010, by and between the UTE INDIAN TRIBE OF THE UINTAH AND OURAY RESERVATION, P.O. Box 190, Fort Duchesne, Utah 84026, (the "Ute Indian Tribe") and Ute Energy Upstream Holdings, LLC P.O. Box 789, Fort Duchesne, Utah 84026 ("Ute Energy"), and the UTE DISTRIBUTION CORPORATION, P.O. Box 696, Roosevelt, Utah 84066 (the "UDC").

The EDA, together with its various exhibits, provides that Ute Energy shall have a limited exclusive right to enter onto and evaluate, explore, drill exploratory wells and obtain oil and gas leases (the "Leases") in order to drill wells and install necessary facilities to develop oil and gas resources owned by Ute Indian Tribe and underlying certain lands in Uintah County, Utah, as more particularly described in Exhibit A hereto (referred to as the "Contract Premises"). Further, the EDA includes, but is not limited to, the following terms and conditions:

1. Payments to Ute Indian Tribe. Ute Energy will pay and Ute Indian Tribe and UDC will receive specified bonus and royalty in accordance with the terms of the EDA, and the terms of various agreements to be entered into by the parties pursuant to the EDA. Ute Energy will also pay and the Ute Indian Tribe will receive throughput payments in exchange for certain surface use rights.
2. Oil and Gas Leases. Subject to the normal and customary approval of Leases by the Secretary of the Interior, Ute Energy will earn rights to obtain certain Leases by conducting initial drilling activities, and will maintain the Leases by further drilling of exploration wells and development wells,
3. Access to Surface. Ute Energy shall have full rights of ingress and egress to enter the surface of the Lands, and to install, construct and maintain any and all facilities and equipment related to operations under the EDA including operations under each Lease. This includes drilling wells, construction of roads and pipelines, and installation and operation of equipment and facilities, including tank batteries, serving the Leases.

Entry 2011001700  
Book 1225 Page 864-870 \$81.00  
07-MAR-11 02:16  
RANDY SIMMONS  
RECORDER, UINTAH COUNTY, UTAH  
UTE ENERGY LLC ATTN FELICIA GATES-M  
PO BOX 789 FT DUCHESNE, UT 84026  
Rec By: SYLENE ACCUTTOROOP , DEPUTY

4. Exclusivity. The rights granted to Ute Energy under the EDA are exclusive for the term of the EDA. Except with respect to portions of the Contract Premises which might be surrendered or relinquished by Ute Energy pursuant to the EDA and/or the Leases, the Ute Indian Tribe and the UDC will not grant any third party rights to conduct exploration activities, or develop the oil and gas resources anywhere on the Contract Premises without Ute Energy's prior written consent.

5. Term. Unless sooner terminated or expiring, any Leases issued under the EDA shall be for a primary term of five years, and are subject to the ability of Ute Energy to extend the primary term of the EDA for two additional five year terms under conditions set forth in the EDA. Ute Energy will have until \_\_\_\_\_, to commence an initial exploration well in order to preserve its ability to obtain additional Leases on the Contract Premises.

6. Confidentiality. The Ute Indian Tribe, UDC and Ute Energy agree to keep the specific terms of the EDA confidential, except as set forth in this Memorandum and in the various Leases, Rights-of-Way and other instruments that are or might be recorded or filed in the future in public records of the Ute Indian Tribe, Uintah County, the State of Utah or the U.S. Government.

7. Surrender and Relinquishment. Ute Energy has the right to surrender any portion of the Contract Premises from the provisions of the EDA upon approval of the Secretary, upon the payment of certain sums and all rentals, royalties and other obligations then due and upon a showing of proper abandonment of all wells and the conservation and protection of the surface and mineral estate.

8. Cancellation. Failure of Ute Energy to comply with the regulations contained in 43 C.F.R. Part 3160 with respect to operations shall not result in the cancellation of an Agreement Lease unless cancellation is the appropriate remedy provided by such regulations. Assignment. Except as provided for in the EDA; Ute Energy may not assign or transfer its rights under the EDA or any Leases within the Contract Premises without the prior written consent of the Ute Indian Tribe and the Superintendent, which consent will not be unreasonably withheld.

This Memorandum is executed by the parties and placed of record for the purpose of placing all persons on notice of the existence of the EDA regarding the Contract Premises. This Memorandum is not intended to, and shall not, supersede, terminate or otherwise alter any provisions of the EDA in any respect.

IN WITNESS WHEREOF, this Memorandum is executed by the undersigned duly authorized representatives of each party on the date and year first above written.

UTE INDIAN TRIBE:

By: [Signature]  
Chairman

UTE ENERGY UPSTREAM HOLDINGS, LLC

By: [Signature]  
Title:

Todd Kalstrom  
Vice President of Land  
Ute Energy Upstream Holdings LLC

UTE DISTRIBUTION CORPORATION

By: [Signature]  
Title: President

**CONFIDENTIAL**

ACKNOWLEDGMENTS:

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

On this 13<sup>th</sup> day of Jan., 2010, before me personally appeared Todd Kalstrom VP Land of Ute Energy Upstream Holdings, LLC, who, being duly sworn by me, acknowledged that he executed the foregoing instrument in the name of said entity, that he had the authority to execute the same, and that he executed the same as the act and deed of said entity for the uses and purposes therein stated.

My commission expires: September 15, 2014

[Signature]  
Notary Public

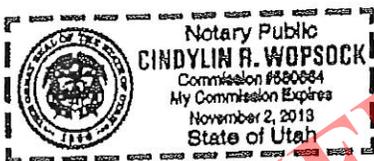


STATE OF UTAH )  
                  )     ss.  
COUNTY OF Uintah )  
                  )     DUCHESNE

On this 3<sup>rd</sup> day of March, 2010, before me personally appeared Frances Dorey, Chairman of the Uintah and Ouray Tribal Business Committee, who, being duly sworn by me, acknowledged that he executed the foregoing instrument in the name of said entity, that he had the authority to execute the same, and that he executed the same as the act and deed of said entity for the uses and purposes therein stated.

My commission expires: 11/2/2013

Cindy Wopsock  
Notary Public



STATE OF UTAH )  
                  )     ss.  
COUNTY OF DUCHESNE )

On this 7<sup>th</sup> day of March, 2010, before me personally appeared Charles Denver, President of Ute Distribution Corporation, who, being duly sworn by me, acknowledged that he executed the foregoing instrument in the name of said entity, that he had the authority to execute the same, and that he executed the same as the act and deed of said entity for the uses and purposes therein stated.

My commission expires: 11/19/2014

Pala Nelson  
Notary Public

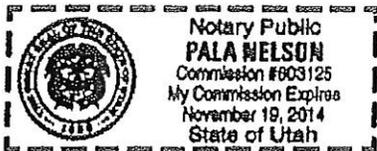
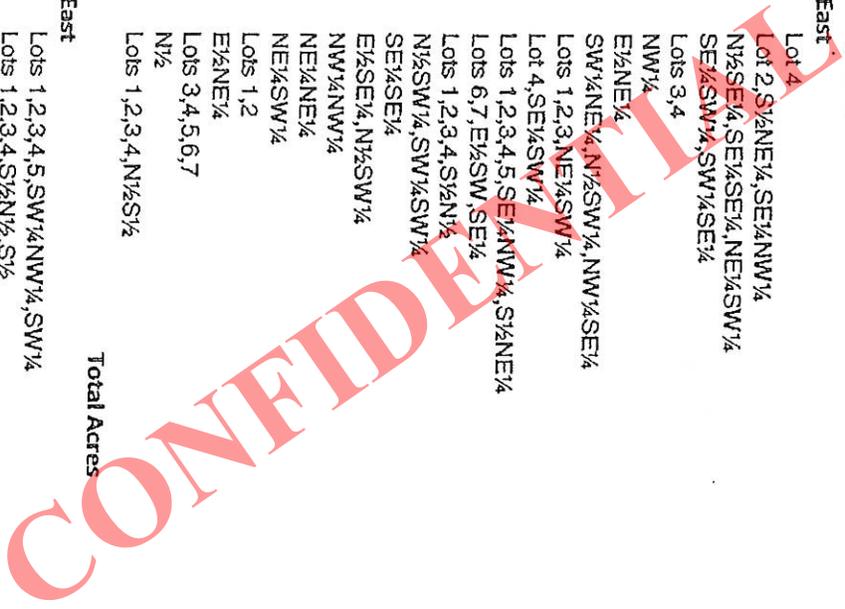
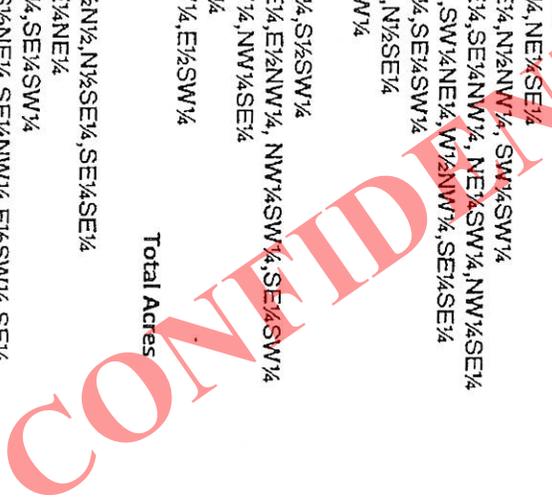


EXHIBIT A  
Randlett EDA between Ute Indian Tribe and Ute Energy Upstream Holdings, LLC

Twp.	Rng.	Section	Quarter	Gross Acres	Tribal Net
<b>Township 3 South Range 1 East</b>					
3S	1E	6	Lot 4	41.41	41.41
3S	1E	7	Lot 2, S½NE¼, SE¼NW¼	158.12	158.12
3S	1E	7	N½SE¼, SE¼SE¼, NE¼SW¼	160.00	160.00
3S	1E	9	SE¼SW¼, SW¼SE¼	80.00	80.00
3S	1E	9	Lots 3,4	82.65	82.65
3S	1E	15	NW¼	160.00	160.00
3S	1E	16	E½NE¼	80.00	80.00
3S	1E	16	SW¼NE¼, N½SW¼, NW¼SE¼	160.00	160.00
3S	1E	18	Lots 1,2,3, NE¼SW¼	155.35	155.35
3S	1E	18	Lot 4, SE¼SW¼	78.41	78.41
3S	1E	19	Lots 1,2,3,4,5, SE¼NW¼, S½NE¼	325.19	325.19
3S	1E	19	Lots 6,7, E½SW, SE¼	318.79	318.79
3S	1E	20	Lots 1,2,3,4, S½N½	326.92	326.92
3S	1E	20	N½SW¼, SW¼SW¼	120.00	120.00
3S	1E	22	SE¼SE¼	40.00	40.00
3S	1E	23	E½SE¼, N½SW¼	160.00	160.00
3S	1E	25	NW¼NW¼	40.00	40.00
3S	1E	26	NE¼NE¼	40.00	40.00
3S	1E	29	NE¼SW¼	40.00	40.00
3S	1E	29	Lots 1,2	79.24	79.24
3S	1E	30	E½NE¼	80.00	80.00
3S	1E	30	Lots 3,4,5,6,7	197.00	197.00
3S	1E	33	N½	320.00	320.00
3S	1E	33	Lots 1,2,3,4, N½S½	318.00	318.00
<b>Total Acres</b>				<b>3561.08</b>	<b>3561.08</b>
<b>Township 3 South Range 2 East</b>					
3S	2E	3	Lots 1,2,3,4,5, SW¼NW¼, SW¼	341.12	341.12
3S	2E	4	Lots 1,2,3,4, S½N½, S½	640.67	640.67
3S	2E	5	Lots 1,2,3,4, S½N½, S½	641.36	641.36
3S	2E	6	Lot 8	35.49	35.49
3S	2E	8	Lots 1,2,3,4, S½N½, N½SE¼, SE¼SE¼	437.64	437.64
3S	2E	9	N½NE¼, SW¼NE¼, NW¼, N½SW¼, SW¼SW¼, NE¼SE¼	440.00	440.00



35	2E	9	NW <sup>1</sup> / <sub>4</sub> SE <sup>1</sup> / <sub>4</sub> ,S <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>4</sub> ,SE <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub>	160.00	160.00
35	2E	10	NW <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub> ,NW <sup>1</sup> / <sub>4</sub> NW <sup>1</sup> / <sub>4</sub>	80.00	80.00
35	2E	11	Lot 1	21.82	21.82
35	2E	14	Lots 1,2	88.80	88.80
35	2E	15	E <sup>1</sup> / <sub>2</sub> NW <sup>1</sup> / <sub>4</sub> ,SW <sup>1</sup> / <sub>4</sub> ,S <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>4</sub>	320.00	320.00
35	2E	18	W <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>4</sub>	80.00	80.00
35	2E	18	E <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>4</sub>	80.00	80.00
35	2E	21	NE <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub> ,NE <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub>	80.00	80.00
35	2E	22	E <sup>1</sup> / <sub>2</sub> ,NE <sup>1</sup> / <sub>4</sub> NW <sup>1</sup> / <sub>4</sub> ,E <sup>1</sup> / <sub>2</sub> SW <sup>1</sup> / <sub>4</sub>	440.00	440.00
35	2E	22	W <sup>1</sup> / <sub>2</sub> NW <sup>1</sup> / <sub>4</sub> ,SE <sup>1</sup> / <sub>4</sub> NW <sup>1</sup> / <sub>4</sub> ,NW <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub>	160.00	160.00
35	2E	23	NE <sup>1</sup> / <sub>4</sub> NW <sup>1</sup> / <sub>4</sub>	40.00	40.00
35	2E	23	W <sup>1</sup> / <sub>2</sub> NW <sup>1</sup> / <sub>4</sub> ,SE <sup>1</sup> / <sub>4</sub> NW <sup>1</sup> / <sub>4</sub> ,SW <sup>1</sup> / <sub>4</sub>	280.00	280.00
35	2E	23	Lots 3,4,W <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>4</sub>	136.51	136.51
35	2E	24	Lot 1	1.75	1.75
35	2E	25	SW <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub>	40.00	40.00
35	2E	26	SE <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub> ,NE <sup>1</sup> / <sub>4</sub> SE <sup>1</sup> / <sub>4</sub>	80.00	80.00
35	2E	26	NW <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub> ,N <sup>1</sup> / <sub>2</sub> NW <sup>1</sup> / <sub>4</sub> ,SW <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub>	160.00	160.00
35	2E	26	SW <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub> ,SE <sup>1</sup> / <sub>4</sub> NW <sup>1</sup> / <sub>4</sub> ,NE <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub> ,NW <sup>1</sup> / <sub>4</sub> SE <sup>1</sup> / <sub>4</sub>	160.00	160.00
35	2E	27	N <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>4</sub> ,SW <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub> ,W <sup>1</sup> / <sub>2</sub> NW <sup>1</sup> / <sub>4</sub> ,SE <sup>1</sup> / <sub>4</sub> SE <sup>1</sup> / <sub>4</sub>	240.00	240.00
35	2E	28	NE <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub> ,SE <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub>	80.00	80.00
35	2E	30	S <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>4</sub> ,N <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>4</sub>	160.00	160.00
35	2E	32	NW <sup>1</sup> / <sub>4</sub> ,SW <sup>1</sup> / <sub>4</sub>	320.00	320.00
35	2E	33	S <sup>1</sup> / <sub>2</sub>	320.00	320.00
35	2E	34	NE <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub> ,S <sup>1</sup> / <sub>2</sub> SW <sup>1</sup> / <sub>4</sub>	120.00	120.00
35	2E	35	NW <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub> ,E <sup>1</sup> / <sub>2</sub> NW <sup>1</sup> / <sub>4</sub> ,NW <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub> ,SE <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub>	200.00	200.00
35	2E	35	NE <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub> ,NW <sup>1</sup> / <sub>4</sub> SE <sup>1</sup> / <sub>4</sub>	80.00	80.00
35	2E	36	W <sup>1</sup> / <sub>2</sub> NW <sup>1</sup> / <sub>4</sub>	80.00	80.00
35	2E	36	SE <sup>1</sup> / <sub>4</sub> NW <sup>1</sup> / <sub>4</sub> ,E <sup>1</sup> / <sub>2</sub> SW <sup>1</sup> / <sub>4</sub>	120.00	120.00
			<b>Total Acres</b>	<b>6665.16</b>	<b>6665.16</b>
<b>Township 4 South Range 2 East</b>					
4S	2E	1	L 1-3,S <sup>1</sup> / <sub>2</sub> N <sup>1</sup> / <sub>2</sub> ,N <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>4</sub> ,SE <sup>1</sup> / <sub>4</sub> SE <sup>1</sup> / <sub>4</sub>	396.35	396.35
4S	2E	2	L 1,2,SE <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub>	123.20	123.20
4S	2E	3	W <sup>1</sup> / <sub>2</sub> SW <sup>1</sup> / <sub>4</sub> ,SE <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub>	120	120
4S	2E	4	L 1,2,7,S <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>4</sub> ,SE <sup>1</sup> / <sub>4</sub> NW <sup>1</sup> / <sub>4</sub> ,E <sup>1</sup> / <sub>2</sub> SW <sup>1</sup> / <sub>4</sub> ,SE <sup>1</sup> / <sub>4</sub>	468.06	468.06
4S	2E	4	L 3-6	165.53	165.53
4S	2E	5	L 1,2,S <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>4</sub> ,SE <sup>1</sup> / <sub>4</sub>	314.29	314.29
4S	2E	5	L 3,4,S <sup>1</sup> / <sub>2</sub> NW <sup>1</sup> / <sub>4</sub>	156.49	156.49



4S	2E	7	L 1,2,NE1/4,E1/2NW1/4
4S	2E	7	L 3,4,E1/2SW1/4,SE1/4
4S	2E	8	N1/2
4S	2E	8	S1/2
4S	2E	9	L 1,2,E1/2NW1/4
4S	2E	10	W1/2NE1/4,SE1/4NE1/4,E1/2W1/2,SE1/4
4S	2E	12	NE1/4,NE1/4SW1/4,N1/2SE1/4,SE1/4SE1/4
4S	2E	13	L 8,E1/2NE1/4,NE1/4SE1/4
4S	2E	14	L 3-6,SE1/4NW1/4,E1/2SW1/4,SW1/4SE1/4
4S	2E	15	NE1/4
4S	2E	16	S1/2
4S	2E	17	L 1-5,S1/4NE1/4,SE1/4NW1/4
4S	2E	17	L 6,7,E1/2SW1/4,W1/2SE1/4
4S	2E	18	L 1,2,N1/2S1/2,SE1/4SW1/4,SW1/4SE1/4
4S	2E	18	N1/2

Total Acres

319.26	319.26
319.70	319.70
320.00	320.00
320.00	320.00
181.98	181.98
440.00	440.00
320.00	320.00
133.00	133.00
298.74	298.74
160	160
80	80
289.81	289.81
346.95	346.95
320.44	320.44
320.00	320.00
<b>5913.80</b>	<b>5913.80</b>

Township 4 South Range 3 East

4S	3E	6	LOT 1,2
4S	3E	7	LOT 1,2,3,4,5,6,7,8,E1/2SW1/4
4S	3E	17	LOT 1
4S	3E	18	LOT 1,2,3,4,5,6,7,8,9,10,11,12,SE1/4SW1/4,S1/2SE1/4

Total Acres

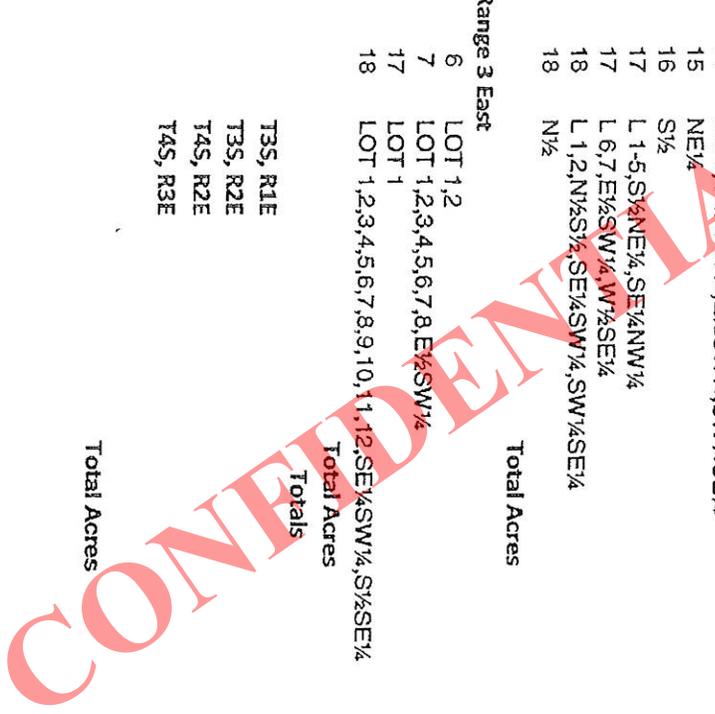
78.79	78.79
342.84	342.84
26.33	26.33
593.96	593.96
<b>1041.92</b>	<b>1041.92</b>

Totals

T3S, R1E  
T3S, R2E  
T4S, R2E  
T4S, R3E

Total Acres

3561.08
6665.16
5913.80
1041.92
<b>17181.96</b>



§ 3813.1 Minerals reserved by the Act of July 17, 1914, subject to mineral location, entry and patenting.

The Act of July 17, 1914 (38 Stat. 509; 30 U.S.C. sec. 122), as amended by the act of July 20, 1956 (70 Stat. 592), provides in part as follows:

\* \* \* such deposits to be subject to disposal by the United States only as shall be hereafter expressly directed by law: *Provided, however,* That all mineral deposits heretofore or hereafter reserved to the United States under this Act which are subject, at the time of application for patent to valid and subsisting rights acquired by discovery and location under the mining laws of the United States made prior to the date of the Mineral Leasing Act of February 25, 1920 (41 Stat. 437), shall hereafter be subject to disposal to the holders of those valid and subsisting rights by patent under the mining laws of the United States in force at the time of such disposal. Any person qualified to acquire the reserved deposits may enter upon said lands with a view of prospecting for the same upon the approval of the Secretary of the Interior of a bond or undertaking to be filed with him as security for the payment of all damages of the crops and improvements on such lands by reason of such prospecting, the measure of any such damage to be fixed by agreement of parties or by a court of competent jurisdiction. Any person who has acquired from the United States the title to or the right to mine and remove the reserved deposits, should the United States dispose of the mineral deposits in lands, may re-enter and occupy so much of the surface thereof as may be required for all purposes reasonably incident to the mining and removal of the minerals therefrom; and mine and remove such minerals, upon payment of damages caused thereby to the owner of the land, or upon giving a good and sufficient bond or undertaking therefor in an action instituted in any competent court to ascertain and fix said damages:

CONFIDENTIAL

PRODUCERS 88-PAID UP

## OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into the 30<sup>th</sup> day of August, 2011, by and between Kenneth D. Luff, Trustee of the Kenneth D. Luff Trust dated December 1, 1992, whose post office address is 1580 Lincoln Street, Suite 850, Denver Colorado 80203, hereinafter called Lessor (whether one or more) and UTE ENERGY UPSTREAM HOLDINGS LLC, a Delaware Limited Liability Company whose post office address is 1875 Lawrence, Suite 309, Denver, Colorado 80202, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of one and other DOLLARS cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, telephone and electric transmission lines, building, maintaining and using roads, bridges, tanks and other structures thereon to produce, save and take care of said products, alone or conjointly with other lands, all that certain tract of land situated in the County of Uintah, State of Utah, described as follows, to-wit:

TOWNSHIP 3 SOUTH, RANGE 2 EAST, UTM  
Section 25: Lot 1 (9.73 ac), Lot 4 (7.13 ac)  
Section 36: Lot 1 (4.05 ac), Lot 2 (20.97 ac), Lot 3 (37.82 ac), Lot 4 (14.84 ac), SW 1/4SE 1/4

and containing 194.51 acres, more or less, together with any reversionary, remainder, and executory rights therein, and any and all rights owned or claimed by Lessor in and to the oil and all gas of whatsoever nature or kind, underlying lakes, streams, roads, easements, and rights of way which traverse, adjoin, or are contiguous to said lands, or rights which may hereinafter be acquired by or established in Lessor, therein.

1. It is agreed that this lease shall remain in force for a term of three (3) years from this day and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith, and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. As royalty, Lessee covenants and agrees: (a) on oil and other liquid hydrocarbons, to deliver at the wells or to the credit of Lessor in the pipe line to which Lessee may connect wells on said land, the equal three-sixteenths (3/16) part of all oil produced and saved from the leased premises; provided, however, Lessee may from time to time purchase such royalty oil, paying therefor the current market price at the wells in the field or area (for oil (crude) having the same or nearest to the same gravity); (b) on gas and the constituents thereof produced from said land and sold or used off the leased premises or in the manufacture of gasoline or other products therefrom, to pay Lessor the market value at the wells of three-sixteenths (3/16) of the product so sold or used without deduction for any costs or fees incurred in gathering, compression, transportation, treatment, dehydration, processing, and other measures reasonably required to prepare the gas for sale or use, or in marketing the gas, provided that on gas sold at the wells the royalty shall be three-sixteenths (3/16) of the amount realized from such sale.

4. Where gas from a well located on said lands, or lands pooled therewith, is not produced, sold or used, whether before or after the expiration of the primary term, and this lease is not being maintained by any other provision herein, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder. Such payment is to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that oil and/or gas is being produced within the meaning of this lease. It is expressly agreed and provided that after the expiration of the primary term this lease may not be maintained in force by the payment of shut-in royalty for any period in excess of two (2) consecutive years.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in oil or gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of copies of all recorded instruments and documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner. Lessee agrees to furnish to Lessor copies of all recorded assignments of all or any part of this lease.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to anyone or mere of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in under this lease. In lieu of the royalties elsewhere herein specified, including shut-in oil or gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described land; as to one or more of the formations hereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. This lease shall not expire, terminate or be forfeited in whole or in part nor shall Lessee be liable in damages for failure of Lessee to comply with any express or implied covenants hereunder so long as compliance therewith is hindered, delayed, prevented or interrupted by force majeure. The term "force majeure", as used herein, shall mean and include state and federal statutes, all orders, rules and regulations of any governmental body (either federal, state or municipal), fire, storm, flood, war, rebellion, riots, strikes, differences with workers, acts of God, failure of pipe lines normally used to transport or furnish facilities for transportation or any other cause (whether similar or dissimilar) beyond the reasonable control of Lessee. This provision shall not be interpreted to include delays due to lack of rig availability.

14. Lessor hereby agrees that the Lessee shall have the right at any time to redent for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Entry 2011006780  
Book 1248 Page 753

15. Upon the expiration of the primary term of this oil and gas lease or the expiration of any extension or renewal thereof, or at such time Lessee concludes drilling operations as provided in this lease, whichever is the later date, all rights under this lease shall terminate as to (i) any lands not then included in a pooled unit, proration unit or other units from which any well located thereon is producing or may then be capable of producing or upon which drilling, reworking or other operations calculated to restore production are being pursued as herein provided, and (ii) as to all depths below 100 feet below the stratigraphic equivalent of the deepest formation then producing or capable of producing in paying quantities in each applicable unit. However, this lease shall not terminate as to any of the leased lands so long as drilling or completion operations are being continuously prosecuted, that is, if not more than one hundred twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another well.

16. Lessee agrees to execute and record a release or partial release of this Lease, as applicable, and forward the recorded release to Lessor within ninety (90) days following the date this Lease expires or terminates as to that acreage or depth which expires or terminates or is to be released under the terms and provisions hereof. If Lessee fails to timely record and furnish to Lessor any release or partial release, Lessor may give Lessee written demand that such release be filed and a copy furnished to Lessor, and if Lessee fails to do so within thirty (30) days after date of receipt of such written demand, then Lessor may execute and file for record such a release or partial release, which shall be binding upon Lessee, and this Lease shall be deemed terminated as to the land and/or depth covered by such release. The provisions of this paragraph shall apply each time that a termination occurs.

17. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either expressed or implied, Lessor shall notify Lessee in writing, setting out specifically in what respect Lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor under this lease for any cause and no such action shall be brought until the lapse of the sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform any of its obligations hereunder. This lease shall never be forfeited or construed for failure by Lessee to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and Lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

18. Lessee agrees to fully defend, protect and indemnify, and hold harmless Lessor, its employees and agents, from and against each and every claim, demand, action, cause of action or lawsuit, and any liability, cost, expense, damage or loss (including environmental), including attorney's fees and court costs, that may be asserted against Lessor and Lessee by any third party, including Lessee's employees and agents, arising from or on account of any operations conducted by Lessee or for the benefit of Lessee on the leased premises.

19. Should anyone or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean anyone or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Kenneth D. Luff  
Kenneth D. Luff, Trustee

ACKNOWLEDGMENTS

STATE OF COLORADO

COUNTY OF DENVER

ss.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2011, by Kenneth D. Luff, Trustee of the Kenneth D. Luff Trust dated December 1, 1992

Witness my hand and official seal.

My Commission Expires:

1-11-12

C.M. Espinosa-Carpenter  
Notary Public



Entry 2011006780  
Book 1248 Page 752-753 \$13.00  
22-SEP-11 03:52  
RANDY SIMMONS  
RECORDER, UTAH COUNTY, UTAH  
THAMES RIVER LLC  
3402 EVERGREEN PL SALT LAKE CITY, U  
Rec By: DEBRA ROOKS , DEPUTY

Vernal 01933

4-1003-11.

**The United States of America,**

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at **Vernal, Utah,** has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of **Jens Peter Jenson**

has been established and duly consummated, in conformity to law, for the **Lots one and two and the northwest quarter of the southwest quarter of Section twenty-five and the northeast quarter of the northeast quarter of Section twenty-six in Township three south of Range two east of the Uinta Special Meridian, Utah,** containing **one hundred twenty-eight and eighty-eight-hundredths acres,**

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, **Woodrow Wilson**

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the **NINETEENTH**

(SEAL)

day of **MAY** In the year of our Lord one thousand nine hundred and **FIFTEEN** and of the Independence of the United States the one hundred and **THIRTY-NINTH.**

By the President:

By

*Woodrow Wilson*  
*M. D. LeRoy* Secretary,  
*L. B. Lamar*  
 Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number **473805**

VERNAL 03134.

4-1028-11.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at VERNAL, UTAH, has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant **EDGAR L. NEED**

according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands" and the acts supplemental thereto, for the **LOTS THREE AND FOUR OF SECTION TWENTY-FIVE AND THE LOTS ONE, TWO, THREE, AND FOUR AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION THIRTY-SIX IN TOWNSHIP THREE SOUTH OF RANGE TWO EAST OF THE UTAH SPECIAL MERIDIAN, UTAH, CONTAINING ONE HUNDRED NINETY-FOUR AND FIFTY-SIX-HUNDREDTHS ACRES,**

according to the Official Plat of the Survey of the said Land, returned to the **GENERAL LAND OFFICE** by the Surveyor-General:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Tract above described, TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, **WILLIAM H. TAFT**

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the **FIFTEENTH**

(SEAL)

day of **MAY** in the year of our Lord one thousand nine hundred and **ELEVEN** and of the Independence of the

United States the one hundred and **THIRTY-FIFTH,**

By the President:

By

*Wm. H. Taft*  
*W. P. LaRue*  
*H. W. [Signature]*

Secretary,

Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number **198020**

503685.  
134006-15. I.O.  
221.

4-1001-R.

# The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, an Order of the Secretary of the Interior has been deposited in the General Land Office, directing that a fee simple patent issue to the claimant **Moses Moore**, purchaser of land included in the allotment of **Cho Blanco**, and described as the south half of the southeast quarter of Section twenty-six in Township three south of Range two east of the Uintah Special Meridian, Utah, containing eighty acres:

**CONFIDENTIAL**

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Land above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, **Woodrow Wilson**

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the **TWENTY-FOURTH** day of **FEBRUARY** in the year of our Lord one thousand nine hundred and **SIXTEEN** and of the Independence of the United States the one hundred and **FORTIETH**.

(SEAL)

By the President: *Woodrow Wilson*,  
By *M. K. Hulick*, Assistant Secretary,  
*L. L. C. Lamar*,  
Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number... **515469**

Vornal 01432

4-1023-II.

# The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at **Vornal, Utah,**  
has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant

**Moses Moore**

according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands" and the acts supplemental thereto, for the southeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of Section twenty-seven and the northwest quarter of the southwest quarter and the southwest quarter of the northwest quarter of Section twenty-six in Township three south of Range two east of the Uintah Special Meridian, Utah, containing one hundred sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Tract above described, TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, **Woodrow Wilson**

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the **TWENTY-EIGHTH**

(SEAL)

day of **JUNE** In the year of our Lord one thousand nine hundred and **THIRTEEN** and of the Independence of the United States the one hundred and **THIRTY-SEVENTH.**

By the President:

By

*Woodrow Wilson*  
*M. O. LeRoy* Secretary,  
*L. P. Lamas*  
Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number **344605**

6-1111

4-1023-R.

VERNAL 02039

# The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at VERNAL, UTAH, has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant HENRY F. MOORE according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands" and the acts supplemental thereto, for the EAST HALF OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION THIRTY-FIVE IN TOWNSHIP THREE SOUTH OF RANGE TWO EAST OF THE UTAH SPECIAL MERIDIAN, UTAH, CONTAINING ONE HUNDRED SIXTY ACRES,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

CONFIDENTIAL

IN TESTIMONY WHEREOF, I, WILLIAM H. TAFT

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TWELFTH

(SEAL)

day of OCTOBER In the year of our Lord one thousand nine hundred and TWELVE and of the Independence of the United States the one hundred and THIRTY-SEVENTH

By the President:

*William H. Taft*

By

*H. O. DeRose* Secretary,

*H. O. DeRose*  
Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 296379

Vernal 02204

4-1023-R.

## The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Vernal, Utah, has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant **MOSES V. MOORE**

according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands" and the acts supplemental thereto, for the south half of the southeast quarter of Section thirty-five and the west half of the southwest quarter of Section thirty-six in Township three south of Range two east of the Uintah Special Meridian, Utah, containing one hundred sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General;

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, **Woodrow Wilson**

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the **TWENTY-EIGHTH**

(SEAL)

day of **JUNE** In the year of our Lord one thousand nine hundred and **THIRTEEN** and of the Independence of the United States the one hundred and **THIRTY-SEVENTH.**

By the President:

*Woodrow Wilson*

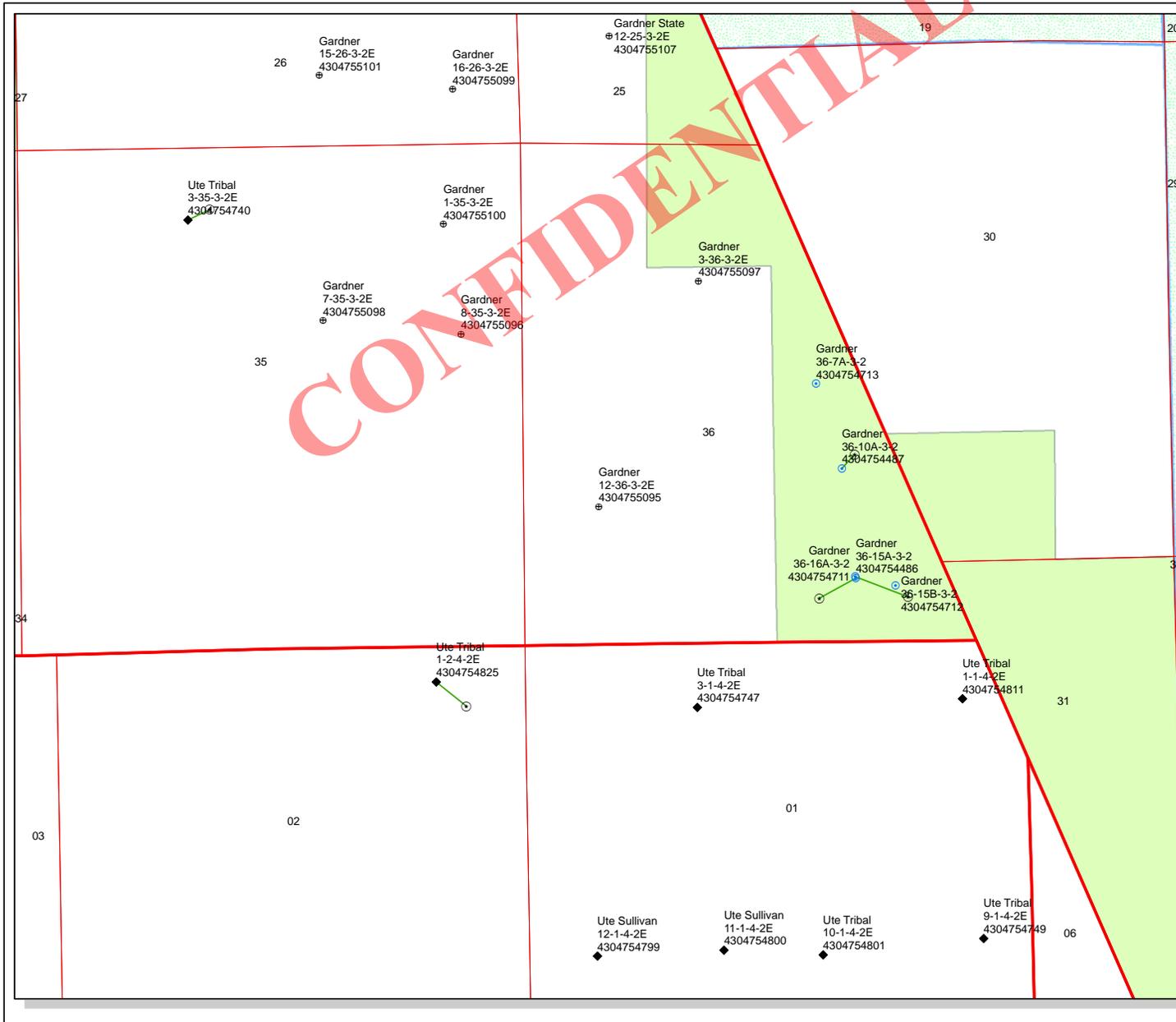
By

*M. P. LeRoy* Secretary.*L. L. Lamar*  
Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number

**344606**

4-1111



API Number: 4304755095

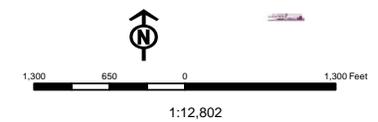
Well Name: Gardner 12-36-3-2E

Township: T03.0S Range: R02.0E Section: 36 Meridian: U

Operator: CRESCENT POINT ENERGY U.S. CORP

Map Prepared: 12/11/2014  
Map Produced by Diana Mason

Wells Query		Units	
<b>Status</b>		<b>STATUS</b>	
◆ APD - Approved Permit	○ DRL - Spudded (Drilling Commenced)	▨ ACTIVE	▨ EXPLORATORY
⚡ GW - Gas Injection	⊞ GS - Gas Storage	▨ GAS STORAGE	▨ NF PP OIL
⊞ LOC - New Location	⊞ OPS - Operation Suspended	▨ NF SECONDARY	▨ PI OIL
⊞ PA - Plugged Abandoned	⊞ PGW - Producing Gas Well	▨ PI GAS	▨ PP GAS
⊞ POW - Producing Oil Well	⊞ SGW - Shut-in Gas Well	▨ PP GEOTHERML	▨ PP OIL
⊞ SOW - Shut-in Oil Well	⊞ TA - Temp. Abandoned	▨ SECONDARY	▨ TERMINATED
○ TW - Test Well	○ WDW - Water Disposal		
○ WW - Water Injection Well	○ WSW - Water Supply Well		
		Fields	
		<b>STATUS</b>	
		▨ Unknown	▨ ABANDONED
		▨ ACTIVE	▨ COMBINED
		▨ INACTIVE	▨ STORAGE
		▨ TERMINATED	▨ TERMINATED



Well Name	CRESCENT POINT ENERGY U.S. CORP Gardner 12-36-3-2E 43047550			
String	COND	SURF	PROD	
Casing Size(")	16.000	8.625	5.500	
Setting Depth (TVD)	40	1500	8079	
Previous Shoe Setting Depth (TVD)	0	40	1500	
Max Mud Weight (ppg)	8.3	8.3	10.0	
BOPE Proposed (psi)	0	500	3000	
Casing Internal Yield (psi)	1640	2950	7740	
Operators Max Anticipated Pressure (psi)	4201		10.0	

Calculations	COND String	16.000	"	
Max BHP (psi)	.052*Setting Depth*MW=	17		
			BOPE Adequate For Drilling And Setting Casing at Depth?	
MASP (Gas) (psi)	Max BHP-(0.12*Setting Depth)=	12	NO	
MASP (Gas/Mud) (psi)	Max BHP-(0.22*Setting Depth)=	8	NO	
			*Can Full Expected Pressure Be Held At Previous Shoe?	
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth)=	8	NO	
Required Casing/BOPE Test Pressure=		40	psi	
*Max Pressure Allowed @ Previous Casing Shoe=		0	psi *Assumes 1psi/ft frac gradient	

Calculations	SURF String	8.625	"	
Max BHP (psi)	.052*Setting Depth*MW=	647		
			BOPE Adequate For Drilling And Setting Casing at Depth?	
MASP (Gas) (psi)	Max BHP-(0.12*Setting Depth)=	467	YES	diverter, air drilling
MASP (Gas/Mud) (psi)	Max BHP-(0.22*Setting Depth)=	317	YES	OK
			*Can Full Expected Pressure Be Held At Previous Shoe?	
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth)=	326	NO	OK
Required Casing/BOPE Test Pressure=		1500	psi	
*Max Pressure Allowed @ Previous Casing Shoe=		40	psi *Assumes 1psi/ft frac gradient	

Calculations	PROD String	5.500	"	
Max BHP (psi)	.052*Setting Depth*MW=	4201		
			BOPE Adequate For Drilling And Setting Casing at Depth?	
MASP (Gas) (psi)	Max BHP-(0.12*Setting Depth)=	3232	NO	3M Ram Double BOP & Annular with Rot. Head
MASP (Gas/Mud) (psi)	Max BHP-(0.22*Setting Depth)=	2424	YES	OK
			*Can Full Expected Pressure Be Held At Previous Shoe?	
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth)=	2754	NO	OK
Required Casing/BOPE Test Pressure=		3000	psi	
*Max Pressure Allowed @ Previous Casing Shoe=		1500	psi *Assumes 1psi/ft frac gradient	

Calculations	String		"	
Max BHP (psi)	.052*Setting Depth*MW=			
			BOPE Adequate For Drilling And Setting Casing at Depth?	
MASP (Gas) (psi)	Max BHP-(0.12*Setting Depth)=		NO	
MASP (Gas/Mud) (psi)	Max BHP-(0.22*Setting Depth)=		NO	
			*Can Full Expected Pressure Be Held At Previous Shoe?	
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth)=		NO	
Required Casing/BOPE Test Pressure=			psi	
*Max Pressure Allowed @ Previous Casing Shoe=			psi *Assumes 1psi/ft frac gradient	

**Crescent Point Energy U.S. Corp  
Gardner 12-36-3-2E  
43047550950000**

Formation Depth (MD)

UINTA 0

BMSW 900

GRRV 3924

MHGNY 4455

TGR3 5527

CSTLPK 6855

WSTCH 7279

*stip out*

*APD*

8.625 " Casing

1500 ' MD

1500 ' TVD

Surface ' TOC

1500 ' Tail

4 % Washout

12.25 " Hole

*surf*

*stip tail out 3900'*

*stip rot. head*

**CONFIDENTIAL**

*APD*

5.5 " Casing

8079 ' MD

8079 ' TVD

Surface ' TOC

4204 ' Tail

6 % Washout

7.875 " Hole

*surf  
3900'*

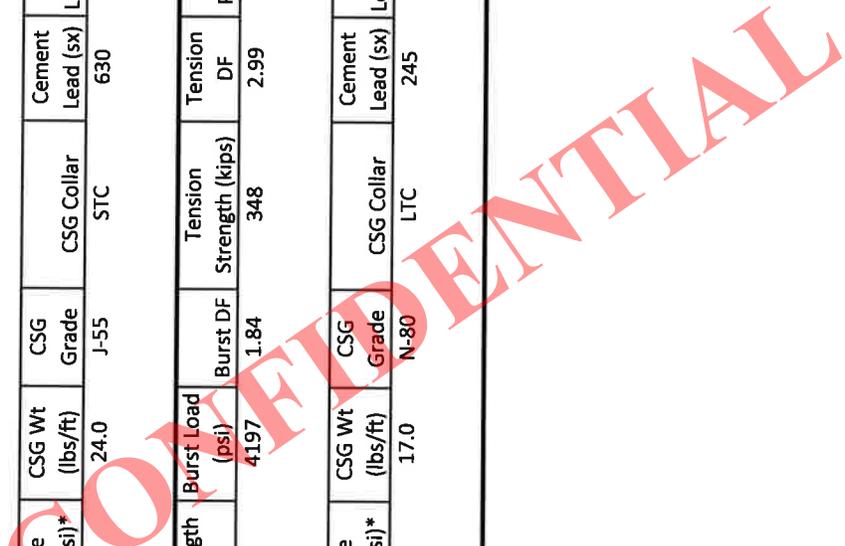
*2134 FSL 565 FwL S36T3SR2E*

**Crescent Point Energy U.S. Corp**  
**Gardner 12-36-3-2E**  
**43047550950000**

1.125											1.8											
467	1370	647	2.12	2950	1500	1.97	244	6.78	1310	36.0	31.5											
8.3	0.12	2750	24.0	J-55	5TC	630	1.15															
2420	6390	4197	1.52	7740	4197	1.84	348	2.99	6844	137.3	116.5											
10.0	0.22	4197	17.0	N-80	LTC	245	3.82	505	1.65													

8.625 " Casing

5.5 " Casing



# ON-SITE PREDRILL EVALUATION

## Utah Division of Oil, Gas and Mining

**Operator** CRESCENT POINT ENERGY U.S. CORP  
**Well Name** Gardner 12-36-3-2E  
**API Number** 43047550950000      **APD No** 10859    **Field/Unit** UNDESIGNATED  
**Location: 1/4,1/4NWSW**    **Sec** 36    **Tw** 3.0S    **Rng** 2.0E    2134 FSL 565 FWL  
**GPS Coord (UTM)** 608560 4448212      **Surface Owner** Shane W. Gardner

### Participants

Whitney Szabo - Starpoint; Chris Noonan, Mark Hecksel - Crescent Point; Trevor Anderson - Timberline; Wes Gardner - landowner

### Regional/Local Setting & Topography

This well is proposed off farm access road and fallow land below two center pivot sprinkled hay fields. To decrease disturbance to the hayfields, the pad will need to be rotated and moved west to give a 5 foot buffer rom field edge

This well is in the Randlette area of Uintah County between the Pelican Lake and Duchesne River. The region is valuable wildlife habitat for ungulates, mustelids and an abundance of waterfowl. It appears that while disturbed the immediate area may have been an historic floodplain likely from an old route of or tributary to the Duchesne River. It is currently a dammed tributary of the Duchesne River.

Regionally, the surrounding lands are flat with some terracing formed by river erosion. The soils are very gravelly and sandy. Agriculture and grazing is the dominant use of the regions surface.

### Surface Use Plan

**Current Surface Use**  
Agricultural

<b>New Road Miles</b>	<b>Well Pad</b>	<b>Src Const Material</b>	<b>Surface Formation</b>
0	<b>Width 200 Length 350</b>	Onsite	UNTA

**Ancillary Facilities** N

**Waste Management Plan Adequate?** Y

### Environmental Parameters

**Affected Floodplains and/or Wetlands** N

#### **Flora / Fauna**

High desert shrubland ecosystem with numerous adjacent wetlands. Expected vegetation consists of sagebrush, globemallow, evening primrose, Atriplex spp., mustard spp, rabbit brush, horsebrush, broom snakeweed, Opuntia spp and spring annuals.

Dominant vegetation;  
disturbed soils.

Wildlife;

Adjacent habitat contains forbs that may be suitable browse for deer, antelope, prairie dogs or rabbits, though none were observed. Disturbed soils onsite do not support habitat for wildlife.

**Soil Type and Characteristics**

very sandy soils with gravels. Disturbed or imported soils

**Erosion Issues** N**Sedimentation Issues** N**Site Stability Issues** N**Drainage Diversion Required?** N**Berm Required?** Y**Erosion Sedimentation Control Required?** N**Paleo Survey Run?** N **Paleo Potential Observed?** N **Cultural Survey Run?** N **Cultural Resources?** N**Reserve Pit****Site-Specific Factors****Site Ranking****Distance to Groundwater (feet)** 25 to 75 15**Distance to Surface Water (feet)** >1000 0**Dist. Nearest Municipal Well (ft)** >5280 0**Distance to Other Wells (feet)** >1320 0**Native Soil Type** Mod permeability 10**Fluid Type** Fresh Water 5**Drill Cuttings****Annual Precipitation (inches)****Affected Populations****Presence Nearby Utility Conduits****Final Score** 30 1 Sensitivity Level**Characteristics / Requirements**

Pit to be dug to a depth of 12'. Because of the proximity to surface water, pit underlayment is to be used to protect the liner from potential puncture. Pit should be fenced to prevent entry by deer, other wildlife and domestic animals. Pit to be closed within one year after drilling activities are complete.

**Closed Loop Mud Required?** N **Liner Required?** Y **Liner Thickness** 16 **Pit Underlayment Required?** N**Other Observations / Comments**

To decrease disturbance to the hayfields, the pad will need to be rotated and moved west to give a 5 foot buffer from field edge

Chris Jensen  
Evaluator1/7/2015  
Date / Time

# Application for Permit to Drill Statement of Basis

## Utah Division of Oil, Gas and Mining

APD No	API WellNo	Status	Well Type	Surf Owner	CBM
10859	43047550950000	LOCKED	OW	P	No
<b>Operator</b>	CRESCENT POINT ENERGY U.S. CORP		<b>Surface Owner-APD</b>	Shane W. Gardner	
<b>Well Name</b>	Gardner 12-36-3-2E		<b>Unit</b>		
<b>Field</b>	UNDESIGNATED		<b>Type of Work</b>	DRILL	
<b>Location</b>	NWSW 36 3S 2E U 2134 FSL	565 FWL	GPS Coord		
	(UTM) 608529E	4448222N			

### Geologic Statement of Basis

Crescent Point proposes to set 40' of conductor and 1,500' of surface casing at this location. The base of the moderately saline water at this location is estimated to be at a depth of 900 feet. A search of Division of Water Rights records shows no water wells within a 10,000 foot radius of the center of Section 36. Wells in this area generally produce water from the Uinta formation. The Uinta Formation is made up of interbedded shales and sandstones. The sandstones are mostly lenticular and discontinuous and should not be a significant source of useable ground water. The proposed casing and cement should adequately protect ground water in this area.

Brad Hill  
APD Evaluator

1/26/2015  
Date / Time

### Surface Statement of Basis

Location is proposed in a good location within the spacing window and almost out of productive agricultural lands although, to decrease disturbance to the hayfields, the pad will need to be rotated and moved west to give a 5 foot buffer from field edge . Access road enters the pad from the northwest. The landowner or its representative was in attendance for the pre-site inspection.

The soil type and topography at present do not combine to pose a significant threat to erosion or sediment/ pollution transport in these regional climate conditions .

Usual construction standards of the Operator appear to be adequate for the proposed purpose as submitted.

I recognize no special flora or animal species or cultural resources on site that the proposed action may harm. The location was not previously surveyed for cultural and paleontological resources ( as the operator saw fit). I have advised the operator take all measures necessary to comply with NHPA, ESA and MBTA and that actions insure no improper disturbance to resources that may have not been seen during onsite visit. If Cultural or Paleontological resources are found, Operator shall consult with SHPO and comply with requirements. Those resources shall remain undisturbed and remanded to surface owner for curation and scientific study or to remain as he wishes and further construction activities monitored.

The location should be bermed to prevent fluids from entering or leaving the confines of the pad. Fencing around the reserve pit will be necessary to prevent wildlife and livestock from entering. A synthetic liner of 16 mils (minimum) should be utilized in the reserve pit. Measures (BMP's) shall be taken to protect steep slopes and topsoil pile from erosion, sedimentation and stability issues.

Chris Jensen  
Onsite Evaluator

1/7/2015  
Date / Time

**Conditions of Approval / Application for Permit to Drill**

<b>Category</b>	<b>Condition</b>
Drilling	Location needs to be turned 90 degrees.
Pits	A synthetic liner with a minimum thickness of 16 mils with a felt subliner shall be properly installed and maintained in the reserve pit.
Surface	The well site shall be bermed to prevent fluids from entering or leaving the pad.
Surface	The reserve pit shall be fenced upon completion of drilling operations.
Surface	Measures (BMP's) shall be taken to protect steep slopes and topsoil pile from erosion, sedimentation and stability issues.

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## WORKSHEET APPLICATION FOR PERMIT TO DRILL

APD RECEIVED: 12/4/2014

API NO. ASSIGNED: 43047550950000

WELL NAME: Gardner 12-36-3-2E

OPERATOR: CRESCENT POINT ENERGY U.S. CORP (N3935)

PHONE NUMBER: 303 308-6270

CONTACT: Kristen Johnson

PROPOSED LOCATION: NWSW 36 030S 020E

Permit Tech Review: 

SURFACE: 2134 FSL 0565 FWL

Engineering Review: 

BOTTOM: 2134 FSL 0565 FWL

Geology Review: 

COUNTY: UINTAH

LATITUDE: 40.17926

LONGITUDE: -109.72528

UTM SURF EASTINGS: 608529.00

NORTHINGS: 4448222.00

FIELD NAME: UNDESIGNATED

LEASE TYPE: 4 - Fee

LEASE NUMBER: FEE

PROPOSED PRODUCING FORMATION(S): WASATCH

SURFACE OWNER: 4 - Fee

COALBED METHANE: NO

## RECEIVED AND/OR REVIEWED:

- PLAT
- Bond: STATE - LPM9080271
- Potash
- Oil Shale 190-5
- Oil Shale 190-3
- Oil Shale 190-13
- Water Permit: 43-12534
- RDCC Review:
- Fee Surface Agreement
- Intent to Commingle

Commingling Approved

## LOCATION AND SITING:

- R649-2-3.
- Unit:
- R649-3-2. General
- R649-3-3. Exception
- Drilling Unit
- Board Cause No: R649-3-2
- Effective Date:
- Siting:
- R649-3-11. Directional Drill

Comments: Presite Completed  
IRR SEC:

Stipulations: 2 - Surface Agreement Exception - bhill  
5 - Statement of Basis - bhill  
12 - Cement Volume (3) - daynedoucet  
23 - Spacing - dmason  
25 - Surface Casing - daynedoucet  
27 - Other - ddoucet  
28 - Other2 - daynedoucet



GARY R. HERBERT  
*Governor*

SPENCER J. COX  
*Lieutenant Governor*

# State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
*Executive Director*

Division of Oil, Gas and Mining

JOHN R. HAZA  
*Division Director*

## Permit To Drill

\*\*\*\*\*

**Well Name:** Gardner 12-36-3-2E

**API Well Number:** 43047550950000

**Lease Number:** FEE

**Surface Owner:** FEE (PRIVATE)

**Approval Date:** 3/4/2015

### Issued to:

CRESCENT POINT ENERGY U.S. CORP, 555 17th Street, Suite 750, Denver, CO 80202

### Authority:

Pursuant to Utah Code Ann. 40-6-1 et seq., and Utah Administrative Code R649-3-1 et seq., the Utah Division of Oil, Gas and Mining issues conditions of approval, and permit to drill the listed well. This permit is issued in accordance with the requirements of R649-3-2. The expected producing formation or pool is the WASATCH Formation(s), completion into any other zones will require filing a Sundry Notice (Form 9). Completion and commingling of more than one pool will require approval in accordance with R649-3-22.

### Duration:

This approval shall expire one year from the above date unless substantial and continuous operation is underway, or a request for extension is made prior to the expiration date

### Exception Location:

In accordance with Rule R649-3-34(9), the Division of Oil, Gas and Mining shall establish minimum wellsite restoration requirements for this well. Prior to plugging and abandonment of this well, the operator shall notify the Division and allow the Division to establish such minimum wellsite restoration requirements in advance of the operator commencing plugging and abandonment operations.

### General:

Compliance with the requirements of Utah Admin. R. 649-1 et seq., the Oil and Gas Conservation General Rules, and the applicable terms and provisions of the approved Application for permit to drill.

### Conditions of Approval:

This proposed well is located in an area for which drilling units (well spacing patterns) have not been established through an order of the Board of Oil, Gas and Mining (the "Board"). In order to avoid the possibility of waste or injury to correlative rights, the operator is requested, once the well has been drilled, completed, and has produced, to analyze geological and engineering data generated therefrom, as well as any similar data from surrounding areas if available. As soon as is practicable after completion of its analysis, and if the analysis suggests an area larger than the quarter-quarter section upon which the well is located is being

drained, the operator is requested to seek an appropriate order from the Board establishing drilling and spacing units in conformance with such analysis by filing a Request for Agency Action with the Board.

Compliance with the Conditions of Approval/Application for Permit to Drill outlined in the Statement of Basis (copy attached).

Surface casing shall be cemented to the surface.

Cement volume for the 5-1/2" production string shall be determined from actual hole diameter in order to place tail cement from the pipe setting depth back to 3900' MD as indicated in the submitted drilling plan.

A properly maintained and lubricated rotating head shall be used during air drilling. The request for a variance is denied.

Health and safety requirements for drilling operations are covered under Utah rule R614-2. R614-2-20 covers safety procedures for air and gas drilling. Any variances to these rules (including requirements for blowout lines and air compressors) must be granted by the Utah Labor Commission (see R614-2-1 (E)).

#### **Additional Approvals:**

The operator is required to obtain approval from the Division of Oil, Gas and mining before performing any of the following actions during the drilling of this well:

- Any changes to the approved drilling plan - contact Dustin Doucet
- Significant plug back of the well - contact Dustin Doucet
- Plug and abandonment of the well - contact Dustin Doucet

#### **Notification Requirements:**

The operator is required to notify the Division of Oil, Gas and Mining of the following actions during drilling of this well:

- Within 24 hours following the spudding of the well - contact Carol Daniels  
OR  
submit an electronic sundry notice (pre-registration required) via the Utah Oil & Gas website  
at <http://oilgas.ogm.utah.gov>
- 24 hours prior to testing blowout prevention equipment - contact Dan Jarvis
- 24 hours prior to cementing or testing casing - contact Dan Jarvis
- Within 24 hours of making any emergency changes to the approved drilling program  
- contact Dustin Doucet
- 24 hours prior to commencing operations to plug and abandon the well - contact Dan Jarvis

#### **Contact Information:**

The following are Division of Oil, Gas and Mining contacts and their telephone numbers (please leave a voicemail message if the person is not available to take the call):

- Carol Daniels 801-538-5284 - office
- Dustin Doucet 801-538-5281 - office  
801-733-0983 - after office hours
- Dan Jarvis 801-538-5338 - office

**Reporting Requirements:**

All reports, forms and submittals as required by the Utah Oil and Gas Conservation General Rules will be promptly filed with the Division of Oil, Gas and Mining, including but not limited to:

- Entity Action Form (Form 6) - due within 5 days of spudding the well
- Monthly Status Report (Form 9) - due by 5th day of the following calendar month
- Requests to Change Plans (Form 9) - due prior to implementation
- Written Notice of Emergency Changes (Form 9) - due within 5 days
- Notice of Operations Suspension or Resumption (Form 9) - due prior to implementation
- Report of Water Encountered (Form 7) - due within 30 days after completion
- Well Completion Report (Form 8) - due within 30 days after completion or plugging

**Approved By:**

A handwritten signature in black ink, appearing to read "John Rogers", written over a horizontal line.

For John Rogers  
Associate Director, Oil & Gas

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		<b>FORM 9</b>
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> FEE
		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>2. NAME OF OPERATOR:</b> CRESCENT POINT ENERGY U.S. CORP		<b>8. WELL NAME and NUMBER:</b> Gardner 12-36-3-2E
<b>3. ADDRESS OF OPERATOR:</b> 555 17th Street, Suite 750 , Denver, CO, 80202		<b>9. API NUMBER:</b> 43047550950000
<b>PHONE NUMBER:</b> 720 880-3621 Ext		<b>9. FIELD and POOL or WILDCAT:</b> UNDESIGNATED
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 2134 FSL 0565 FWL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: NWSW Section: 36 Township: 03.0S Range: 02.0E Meridian: U		<b>COUNTY:</b> UINTAH
		<b>STATE:</b> UTAH

11.

CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

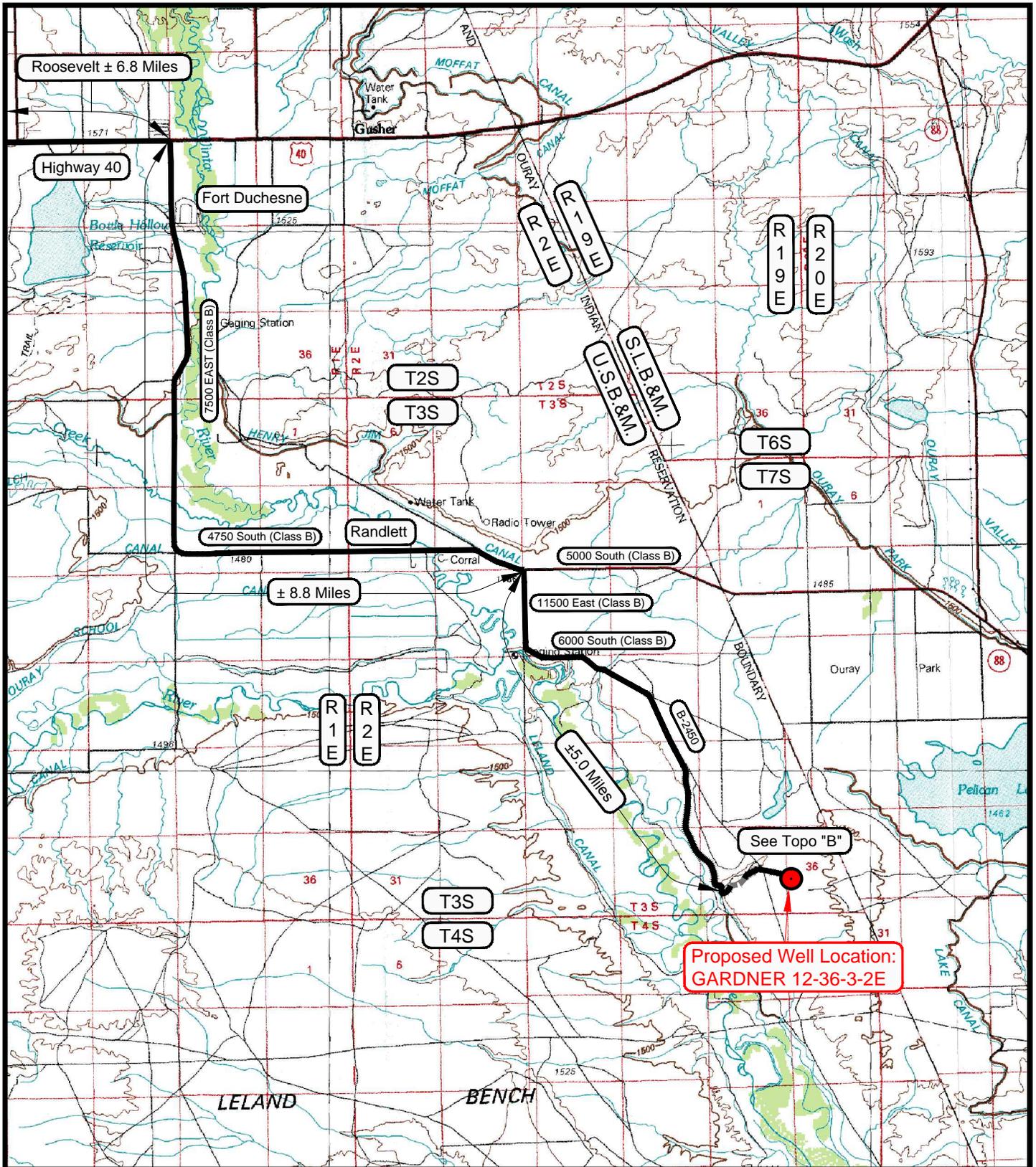
TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> <b>NOTICE OF INTENT</b> Approximate date work will start: <b>3/27/2015</b>	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input type="checkbox"/> <b>SUBSEQUENT REPORT</b> Date of Work Completion:	<input checked="" type="checkbox"/> <b>CHANGE TO PREVIOUS PLANS</b>	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> <b>SPUD REPORT</b> Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input type="checkbox"/> <b>DRILLING REPORT</b> Report Date:	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	<input type="checkbox"/> TEMPORARY ABANDON
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> APD EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> OTHER	OTHER: <input type="text"/>

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

Please see attached for revised road and pipeline to Gardner  
12-36-3-2E. Thank you.

**Accepted by the  
Utah Division of  
Oil, Gas and Mining  
FOR RECORD ONLY  
March 27, 2015**

<b>NAME (PLEASE PRINT)</b> Kristen Johnson	<b>PHONE NUMBER</b> 303 308-6270	<b>TITLE</b> Regulatory Technician
<b>SIGNATURE</b> N/A	<b>DATE</b> 3/25/2015	



**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**WELL - GARDNER 12-36-3-2E**

**2169' FSL & 466' FWL**

**LOCATED IN SECTION 36, T3S, R2E,  
U.S.B.&M., UINTAH COUNTY, UTAH.**

**LEGEND**

- PROPOSED ACCESS ROAD
- = SUBJECT WELL
- = OTHER WELLS
- = EXISTING ROAD
- = EXISTING ROAD (TO BE IMPROVED)
- (B-5460) = COUNTY ROAD CLASS & NUMBER



TOPOGRAPHIC MAP "A"

DATE SURVEYED: 1-12-15

DATE DRAWN: 1-16-15

SCALE: 1:100,000

DRAWN BY: S.A.

REVISED:

**TIMBERLINE**

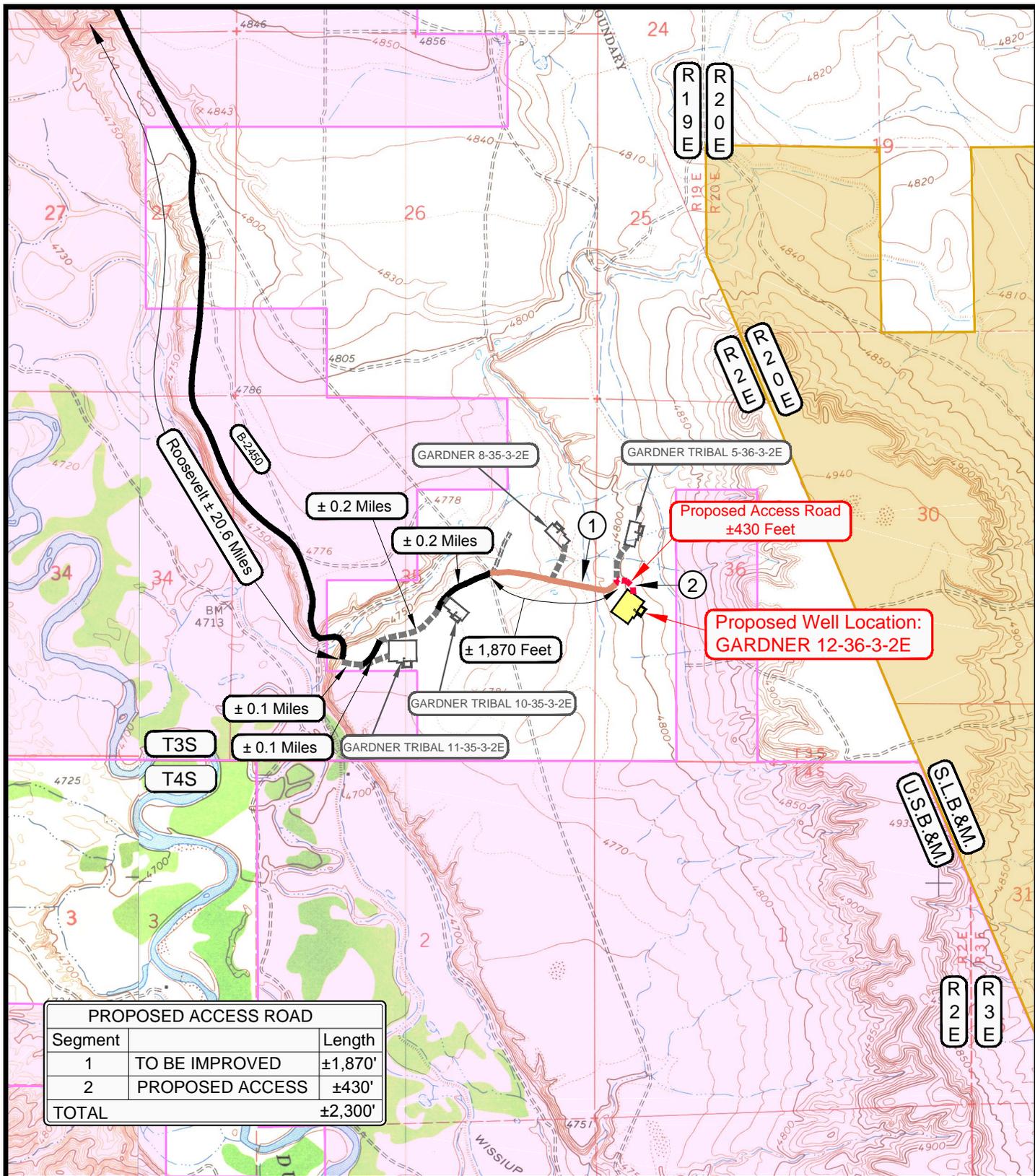
(435) 789-1365

ENGINEERING & LAND SURVEYING, INC.  
209 NORTH 300 WEST - VERNAL, UTAH 84078

SHEET

**7**

OF 14



LEGEND

- PROPOSED ACCESS ROAD
- = SUBJECT WELL
- = OTHER WELLS
- = EXISTING ROAD
- = EXISTING ROAD (TO BE IMPROVED)
- = PROPOSED WELL
- (B-5460) = COUNTY ROAD CLASS & NUMBER
- = LEASE LINE AND / OR PROPERTY LINE
- = B.L.M. LANDS
- = UTE INDIAN TRIBE
- = FEE

**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**WELL - GARDNER 12-36-3-2E**  
**2169' FSL & 466' FWL**  
**LOCATED IN SECTION 36, T3S, R2E,**  
**U.S.B.&M., UTAH COUNTY, UTAH.**

TOPOGRAPHIC MAP "B"

DATE SURVEYED: 1-12-15

DATE DRAWN: 1-16-15

SCALE: 1" = 2000'

DRAWN BY: S.A.

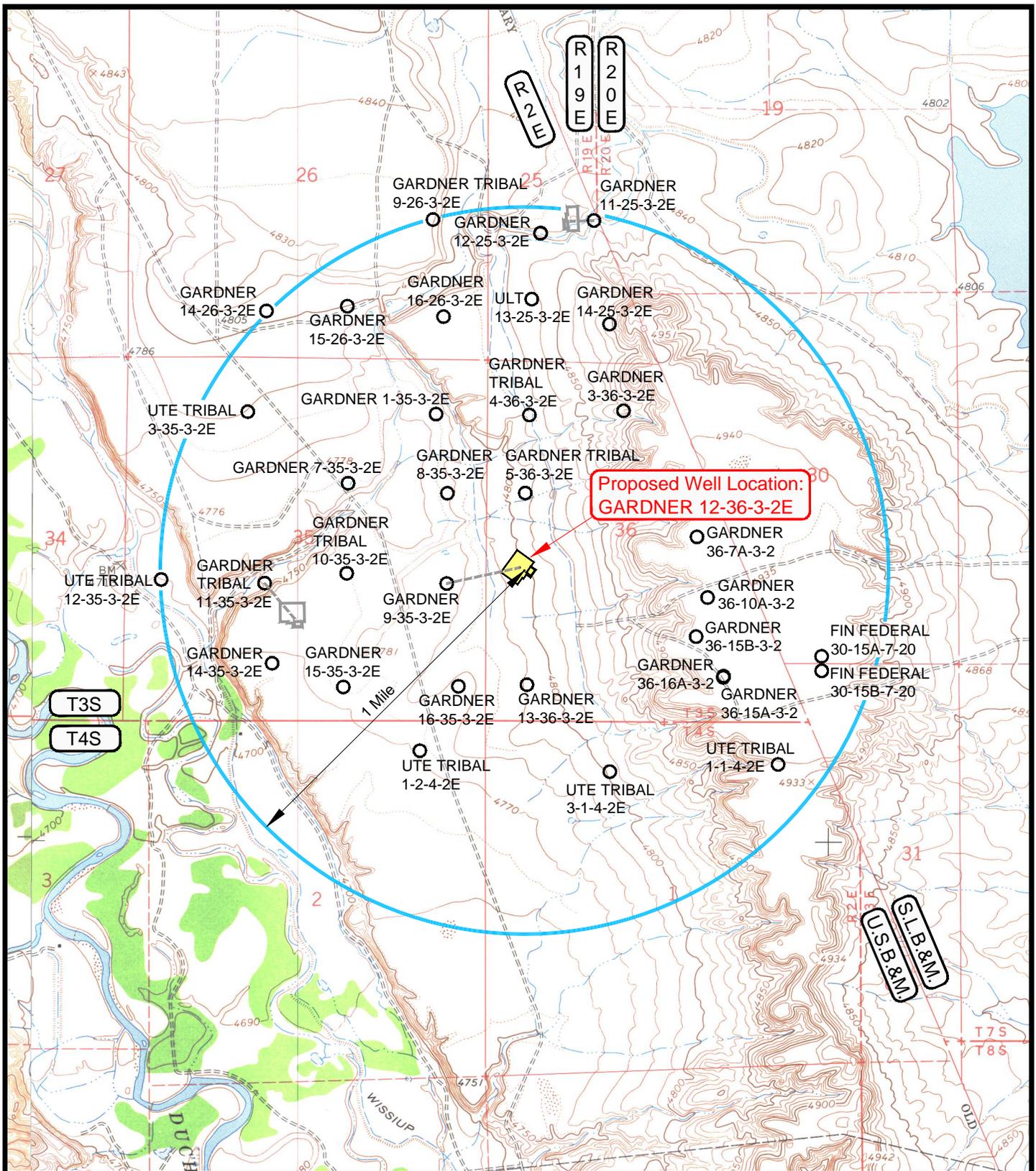
REVISED:

**TIMBERLINE**

(435) 789-1365

ENGINEERING & LAND SURVEYING, INC.  
 209 NORTH 300 WEST - VERNAL, UTAH 84078

SHEET  
**8**  
 OF 14



## CRESCENT POINT ENERGY

555 17th Street, Suite 1800 - Denver, Colorado 80202

### WELL - GARDNER 12-36-3-2E

2169' FSL & 466' FWL

LOCATED IN SECTION 36, T3S, R2E,  
U.S.B.&M., UINTAH COUNTY, UTAH.

### LEGEND

- = DISPOSAL WELL
- = PRODUCING WELL
- = SHUT IN WELL
- = PROPOSED WELL
- = WATER WELL
- = ABANDONED WELL
- = TEMPORARILY ABANDONED WELL
- = ABANDONED LOCATION

TOPOGRAPHIC MAP "C"

DATE SURVEYED: 1-12-15

DATE DRAWN: 1-16-15

REVISED: 3-2-15 S.A.

SCALE: 1" = 2000'

DRAWN BY: S.A.

**TIMBERLINE**

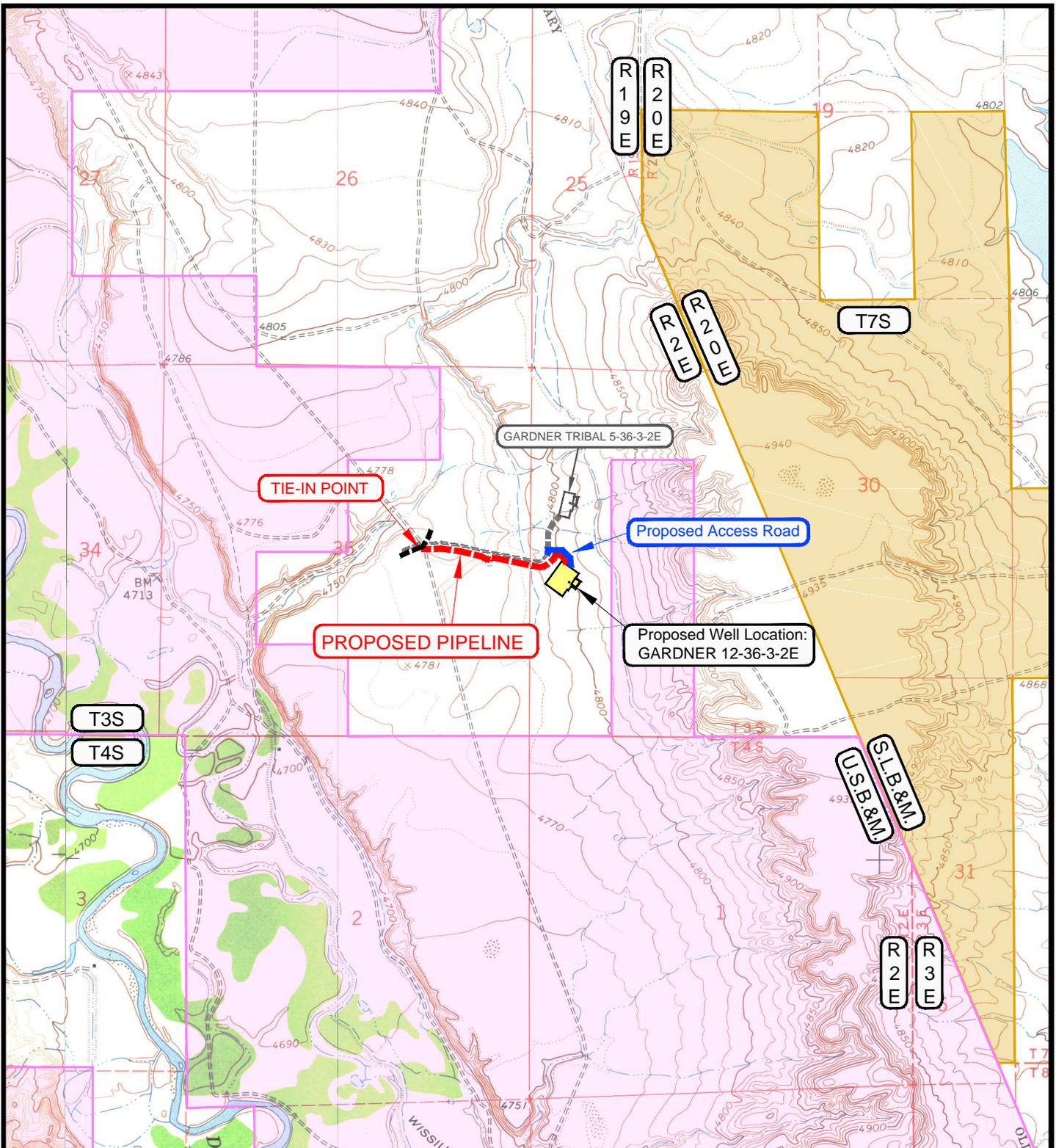
(435) 789-1365

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209 NORTH 300 WEST - VERNAL, UTAH 84078

SHEET

9

OF 14



**APPROXIMATE PIPELINE LENGTH = ±2,260 FEET**

**LEGEND**

- = PROPOSED PIPELINE
- = OTHER PIPELINE
- = PROPOSED ACCESS ROAD
- = SUBJECT WELL
- = OTHER WELLS
- = LEASE LINE AND / OR PROPERTY LINE
- = PROPOSED WELL
- = B.L.M. LANDS
- = UTE INDIAN TRIBE
- = FEE

**CRESCENT POINT ENERGY**

555 17th Street, Suite 1800 - Denver, Colorado 80202

**WELL - GARDNER 12-36-3-2E**  
**2169' FSL & 466' FWL**  
**LOCATED IN SECTION 36, T3S, R2E,**  
**U.S.B.&M., UTAH COUNTY, UTAH.**

TOPOGRAPHIC MAP "D"

DATE SURVEYED: 1-12-15

DATE DRAWN: 1-16-15

SCALE: 1" = 2000'

DRAWN BY: S.A.

REVISED:

**TIMBERLINE**

(435) 789-1365

ENGINEERING & LAND SURVEYING, INC.  
 209 NORTH 300 WEST - VERNAL, UTAH 84078

SHEET  
**10**  
 OF 14

Mr. Bradley Hill, Permitting Manager

03/26/2015

Utah Division of Oil, Gas and Mining  
1594 West North Temple  
Salt Lake City, Utah 84116

RE: Gardner 12-36-3-2E API # 4304755095

For purposes of compliance with Rule 649-3-34 (9) and in absence of a surface use agreement between the Operator, Crescent Point Energy and Surface owner / Representative , Wes Gardner, a visit was made to the proposed well location to assess and document the current conditions of the surface .

My observations, stated and confirmed with all in attendance, are as follows:

This location is proposed on what appears to be fallow farmland in a corner created by adjoining center pivot sprinkler paths. There exists top soils and existing surface was previously disturbed. It uses an existing road and pad footprint slopes gently west less than 1% toward irrigated alfalfa field. The 9- 35 is intended to be moved out of the irrigated field to share a pad with this well.

- Soils:

Light red sands with some rounded gravels

- Vegetation:

Little native species or cultivars. Abundant invasive weeds species are noted in high concentrations ( purple mustard).

At the time of reclamation I recommend the following minimum efforts for well site restoration:

- Remove berming, tanks, piping, production equipment, roadways and any imported soils
- Replanting with natives is not necessary as no cultivars or natives exist in appreciable quantities
- Re-contour is not required. Smooth surface and replace topsoils
- Any invasive weed species will be chemically or mechanically treated
- Compliance with Division Rule 649-3-34

Photographs of this location were taken and have been stored on the Division servers on a virtual drive (M:) set aside and organized for the deposition of photographs of wells in the state. Representatives from both the Surface owner and Operator were invited and encouraged to attend. Mr. Gardner declined but, Crescent Point Energy was represented by:

Marty Lowe - Landman

Whitney Szabo - Starpoint

Mitch Batty - Timberline Engineering lead us to each site and provided plot cutsheets and photographs

Sincerely,

Chris L. Jensen, CES- Environmental Scientist II  
Division of Oil, Gas & Mining  
Northeast Regional Field Office

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> FEE
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b>
		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well	<b>8. WELL NAME and NUMBER:</b> Gardner 12-36-3-2E	
<b>2. NAME OF OPERATOR:</b> CRESCENT POINT ENERGY U.S. CORP	<b>9. API NUMBER:</b> 43047550950000	
<b>3. ADDRESS OF OPERATOR:</b> 555 17th Street, Suite 750 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 720 880-3621 Ext	<b>9. FIELD and POOL or WILDCAT:</b> UNDESIGNATED
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 2134 FSL 0565 FWL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: NWSW Section: 36 Township: 03.0S Range: 02.0E Meridian: U	<b>COUNTY:</b> UINTAH	
		<b>STATE:</b> UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
<b>TYPE OF SUBMISSION</b>	<b>TYPE OF ACTION</b>	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:  <input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:  <input checked="" type="checkbox"/> SPUD REPORT Date of Spud: 6/17/2015  <input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> ACIDIZE  <input type="checkbox"/> CHANGE TO PREVIOUS PLANS  <input type="checkbox"/> CHANGE WELL STATUS  <input type="checkbox"/> DEEPEN  <input type="checkbox"/> OPERATOR CHANGE  <input type="checkbox"/> PRODUCTION START OR RESUME  <input type="checkbox"/> REPERFORATE CURRENT FORMATION  <input type="checkbox"/> TUBING REPAIR  <input type="checkbox"/> WATER SHUTOFF  <input type="checkbox"/> WILDCAT WELL DETERMINATION	
	<input type="checkbox"/> ALTER CASING  <input type="checkbox"/> CHANGE TUBING  <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS  <input type="checkbox"/> FRACTURE TREAT  <input type="checkbox"/> PLUG AND ABANDON  <input type="checkbox"/> RECLAMATION OF WELL SITE  <input type="checkbox"/> SIDETRACK TO REPAIR WELL  <input type="checkbox"/> VENT OR FLARE  <input type="checkbox"/> SI TA STATUS EXTENSION  <input type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR  <input type="checkbox"/> CHANGE WELL NAME  <input type="checkbox"/> CONVERT WELL TYPE  <input type="checkbox"/> NEW CONSTRUCTION  <input type="checkbox"/> PLUG BACK  <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION  <input type="checkbox"/> TEMPORARY ABANDON  <input type="checkbox"/> WATER DISPOSAL  <input type="checkbox"/> APD EXTENSION  OTHER: <input style="width: 100px;" type="text"/>
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
Crescent Point Energy US Corp spud the Gardner 12-36-3-2E on June 17, 2015 at 11:30am with ProPetro Rig #1.		
<b>Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY June 18, 2015</b>		
<b>NAME (PLEASE PRINT)</b> Lori Browne	<b>PHONE NUMBER</b> 720 420-3246	<b>TITLE</b> Regulatory Specialist
<b>SIGNATURE</b> N/A	<b>DATE</b> 6/18/2015	

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	<b>FORM 9</b>
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1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: Gardner 12-36-3-2E
2. NAME OF OPERATOR: CRESCENT POINT ENERGY U.S. CORP	9. API NUMBER: 43047550950000
3. ADDRESS OF OPERATOR: 555 17th Street, Suite 750 , Denver, CO, 80202	PHONE NUMBER: 720 880-3621 Ext
4. LOCATION OF WELL FOOTAGES AT SURFACE: 2134 FSL 0565 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: NWSW Section: 36 Township: 03.0S Range: 02.0E Meridian: U	9. FIELD and POOL or WILDCAT: UNDESIGNATED
	COUNTY: UINTAH
	STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> <b>NOTICE OF INTENT</b> Approximate date work will start: <b>6/30/2015</b>	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input type="checkbox"/> <b>SUBSEQUENT REPORT</b> Date of Work Completion:	<input checked="" type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> <b>SPUD REPORT</b> Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input type="checkbox"/> <b>DRILLING REPORT</b> Report Date:	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	<input type="checkbox"/> TEMPORARY ABANDON
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	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> APD EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> OTHER	OTHER: <input style="width: 100px;" type="text"/>

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

Crescent Point Energy respectfully requests to change the surface casing depth from 1,500' TVD to 1,000' TVD. The 8-5/8" surface casing string passes all load scenarios. Additionally the 13.1 ppg tail is planned to 3,800' TVD (~82' above the top of the upper green river) and our lead cement has been increased from the original 11.0 ppg to a 11.5 ppg cement blend that achieves 641 psi compressive strength in 72 hours

**Approved by the**  
**July 09, 2015**  
**Oil, Gas and Mining**

Date: \_\_\_\_\_  
 By:           D.K. Quist          

<b>NAME (PLEASE PRINT)</b> Kristen Johnson	<b>PHONE NUMBER</b> 303 308-6270	<b>TITLE</b> Regulatory Technician
<b>SIGNATURE</b> N/A	<b>DATE</b> 6/29/2015	

Proposed Casing & Cementing Program*Casing Design:*

Size	Interval		Weight	Grade	Coupling	Design Factors			
	Top	Bottom				Burst	Collapse	Tension	
<b>Conductor 16" Hole Size 24"</b>	0'	40'	65	H-40	STC	1,640	670	439	API
<b>Surface casing 8-5/8" Hole Size 12-1/4"</b>	0'	1,000'	24	J-55	STC	2,950 405 7.27	1,370 707 1.94	244,000 24,000 10.17	API Load SF
<b>Prod casing 5-1/2" Hole Size 7- 7/8"</b>	0'	8,073'	17	L-80	LTC	7,738 6,190 1.25	6,290 4,255 1.48	348,000 137,245 2.46	API Load SF

*Cementing Design:*

Job	Fill	Description	Excess	Sacks	Weight (ppg)	Yield (ft <sup>3</sup> /sk)
<b>Surface casing</b>	1000' – Surface	Class V 2% chlorides	75%	630	15.8	1.15
<b>Prod casing Lead</b>	3800' to Surface	Hifill Class V 3% chlorides	25% in open-hole, 0% in cased hole	340	11.5	2.35
<b>Prod casing Tail</b>	TD to 3800'	Class G 10% chlorides	15%	485	13.1	1.76

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<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input checked="" type="checkbox"/> DRILLING REPORT Report Date: 7/22/2015	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input checked="" type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
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	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> OTHER	OTHER: <input style="width: 100px;" type="text"/>

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

Please see attached drill report for Gardner 12-36-3-2E encompassing all drilling operations to date.

**Accepted by the  
 Utah Division of  
 Oil, Gas and Mining  
 FOR RECORD ONLY  
 July 27, 2015**

NAME (PLEASE PRINT) Valari Crary	PHONE NUMBER 303 880-3637	TITLE Drilling And Completion Tech
SIGNATURE N/A	DATE 7/22/2015	



### Daily Drilling Report

Report for: 6/17/2015  
 Report #: 1.0, DFS: -23.19  
 Depth Progress:

Well Name: GARDNER 12-36-3-2E

UWI/API 43-047-55095		Surface Legal Location			License #				
Spud Date 6/17/2015 10:00		Date TD Reached (wellbore) 7/17/2015 20:30		Rig Release Date 7/20/2015 08:55		Ground Elevation (ft) 4,802.00		Orig KB Elev (ft) 4,814.00	
Completion Type									
Weather			Temperature (°F)			Road Condition		Hole Condition	
Operation At 6am W/O AIR RIG					Operation Next 24hrs				
24 Hr Summary MIRU PRO PETRO BUCKET RIG #1 SPUD WELL @10:00 6/17/2015 DRILL 52' KB 24" CONDUCTOR HOLE, RUN & CEMENT 52' KB 16" CONDUCTOR PIPE, WELD ON CAP ON CONDUCTOR PIPE, PRESS CEMENT CONDUCTOR PIPE W/250 SKS (51 BBLs) 15.8 PPG 1.15 CUFT/SK YIELD PREMIUM CLASS "G" CEMENT 5 BBL CEMENT T/SURF, STAYED @SURF									

AFE Number 1703615US	
Start Depth (ftKB) 0.0	End Depth (ftKB) 0.0
Target Formation Wasatch	Target Depth (ftKB) 8,073.0
Last Casing String Conductor, 52.0ftKB	

Time Log						
Start Time	End Time	Dur (hr)	Cum Dur (hr)	Aty Code	Activity	Com

Daily Contacts	
Job Contact	Mobile

Mud Checks						
<depth>ftKB, <dtm>						
Type	Time	Depth (ftKB)	Density (lb/gal)	Funnel Viscosity (s/qt)	PV Override (cP)	YP OR (lb/100ft²)
Gel 10 sec (lb/100ft²)	Gel 10 min (lb/100ft²)	Filtrate (mL/30min)	Filter Cake (1/32")	pH	Sand (%)	Solids (%)
MBT (lb/bbl)	Alkalinity (mL/mL)	Chlorides (mg/L)	Calcium (mg/L)	Pf (mL/mL)	Pm (mL/mL)	Gel 30 min (lb/100ft²)
Whole Mud Added (bbl)	Mud Lost to Hole (bbl)	Mud Lost to Surface (bbl)	Reserve Mud Volume (bbl)	Active Mud Volume (bbl)		

Rigs	
Capstar Drilling, 316	
Contractor Capstar Drilling	Rig Number 316
Rig Supervisor Eric Thompson	Phone Mobile 307-259-8473

Drill Strings					
BHA #<stringno>, <des>					
Bit Run	Drill Bit	Length (ft)	IADC Bit Dull	TFA (incl Noz) (in²)	BHA ROP...
Nozzles (1/32")		String Length (ft)	Max Nominal OD (in)		
String Components					
Comment					

1, Gardner-Denver, PZ-9			
Pump # 1	Pwr (hp)	Rod Dia (in)	
Liner Size (in)	Stroke (in)	Vol/Stk OR (b...	
P (psi)	Slow Spd	Strokes (s...	Eff (%)

Drilling Parameters												
Wellbore	Start (ftKB)	End Depth (ftKB)	Cum Depth (ft)	Cum Drill Time (hr)	Int ROP (ft/hr)	Q Flow (gpm)	WOB (1000lbf)	RPM (rpm)	SPP (psi)	Drill Str Wt (1000lbf)	PU Str Wt (1000lbf)	Drill Tq

2, Gardner-Denver, PZ-9			
Pump # 2	Pwr (hp)	Rod Dia (in)	
Liner Size (in)	Stroke (in)	Vol/Stk OR (b...	
P (psi)	Slow Spd	Strokes (s...	Eff (%)

Mud Additive Amounts		
Des	Field Est (Cost/unit)	Consumed

Safety Checks		
Time	Type	Des

Wellbores	
Wellbore Name	KO MD (ftKB)
Original Hole	



# Daily Drilling Report

Report for: 7/7/2015  
 Report #: 2.0, DFS: -3.19  
 Depth Progress:

Well Name: GARDNER 12-36-3-2E

UWI/API 43-047-55095		Surface Legal Location			License #						
Spud Date 6/17/2015 10:00		Date TD Reached (wellbore) 7/17/2015 20:30		Rig Release Date 7/20/2015 08:55		Ground Elevation (ft) 4,802.00		Orig KB Elev (ft) 4,814.00			
Completion Type											
Weather			Temperature (°F)			Road Condition			Hole Condition		
Operation At 6am					Operation Next 24hrs						

24 Hr Summary  
 MIRU PRO PETRO RIG # 11, R/U MUD TANKS, MUD PITS, MIX MUD, P/U MM, M/U 12 1/4" BIT TIH DRILL OUT T/100', RTUNRS BROACHING AROUND RIG, TOH, L/D BHA, MM & BIT, P/U DP TIH T/100', PUMP 200 SKS (41 BBLs), 15.8 PPG 1.15 CUFT/SK YIELD CEMENT PLUG, TOH W/DP, W/O CEMENT, P/U BHA TIH TAG CEMENT @ 37', DRILL OUT, DRILL 12 1/4" HOLE F/100' T/220', RETURNS BROACHING T/ SURF, TOH, L/D BHA, P/U DRILL PIPE TIH T/120', PUMP 400 SKS (82 BBLs) 15.8 PPG 1.15CUFT/SK YIELD CEMENT PLUG, TOH W/DP, W/O CEMENT,P/U MM & BIT , TAG CEMENT @ 15', DRILL OUT CEMENT PLUG T/220', DRILL 12 1/4" HOLE T/500'

Start Time	End Time	Dur (hr)	Cum Dur (hr)	Aty Code	Activity	Com

<depth>ftKB, <dtm>						
Type	Time	Depth (ftKB)	Density (lb/gal)	Funnel Viscosity (s/qt)	PV Override (cP)	YP OR (lb/100ft²)
Gel 10 sec (lb/100ft²)	Gel 10 min (lb/100ft²)	Filtrate (mL/30min)	Filter Cake (1/32")	pH	Sand (%)	Solids (%)
MBT (lb/bbl)	Alkalinity (mL/mL)	Chlorides (mg/L)	Calcium (mg/L)	Pf (mL/mL)	Pm (mL/mL)	Gel 30 min (lb/100ft²)
Whole Mud Added (bbl)	Mud Lost to Hole (bbl)	Mud Lost to Surface (bbl)	Reserve Mud Volume (bbl)	Active Mud Volume (bbl)		

Drill Strings						
BHA #<stringno>, <des>						
Bit Run	Drill Bit	Length (ft)	IADC Bit Dull	TFA (incl Noz) (in²)	BHA ROP...	
Nozzles (1/32")			String Length (ft)	Max Nominal OD (in)		
String Components						
Comment						

Drilling Parameters												
Wellbore	Start (ftKB)	End Depth (ftKB)	Cum Depth (ft)	Cum Drill Time (hr)	Int ROP (ft/hr)	Q Flow (gpm)	WOB (1000lbf)	RPM (rpm)	SPP (psi)	Drill Str Wt (1000lbf)	PU Str Wt (1000lbf)	Drill Tq

AFE Number 1703615US	
Start Depth (ftKB) 0.0	End Depth (ftKB) 0.0
Target Formation Wasatch	Target Depth (ftKB) 8,073.0
Last Casing String Conductor, 52.0ftKB	
Daily Contacts	
Job Contact	Mobile

Rigs	
Capstar Drilling, 316	
Contractor Capstar Drilling	Rig Number 316
Rig Supervisor Eric Thompson	Phone Mobile 307-259-8473
1, Gardner-Denver, PZ-9	
Pump # 1	Rod Dia (in) 
Liner Size (in)	Stroke (in)
P (psi)	Slow Spd
Strokes (s...)	Eff (%)

2, Gardner-Denver, PZ-9	
Pump # 2	Rod Dia (in) 
Liner Size (in)	Stroke (in)
P (psi)	Slow Spd
Strokes (s...)	Eff (%)

Mud Additive Amounts		
Des	Field Est (Cost/unit)	Consumed

Safety Checks		
Time	Type	Des

Wellbores	
Wellbore Name	KO MD (ftKB)
Original Hole	



# Daily Drilling Report

Report for: 7/9/2015  
 Report #: 3.0, DFS: -1.19  
 Depth Progress:

Well Name: GARDNER 12-36-3-2E

UWI/API 43-047-55095		Surface Legal Location			License #				
Spud Date 6/17/2015 10:00		Date TD Reached (wellbore) 7/17/2015 20:30		Rig Release Date 7/20/2015 08:55		Ground Elevation (ft) 4,802.00		Orig KB Elev (ft) 4,814.00	
Completion Type									
Weather			Temperature (°F)			Road Condition		Hole Condition	
Operation At 6am W/O DRILLING RIG					Operation Next 24hrs				

AFE Number 1703615US	
Start Depth (ftKB) 0.0	End Depth (ftKB) 0.0
Target Formation Wasatch	Target Depth (ftKB) 8,073.0
Last Casing String Surface, 1,058.0ftKB	

24 Hr Summary  
 CONT T/ DRILL 12 1/4" SURF. HOLE F/ 700' KB T/1070' KB, TOH L/D BHA,R/U & RUN 1058' KB 8 5/8" 24# SURF. CSG.CEMENT W/650 SKS(133 BBLs) 15.8 PPG 1.15 CUFT/SK CLASS "G" PREMIUM CEMENT, 14 BBLs GOOD CEMENT T/SURF,CEMENT STAYED @ SURF

Time Log						
Start Time	End Time	Dur (hr)	Cum Dur (hr)	Aty Code	Activity	Com

Daily Contacts	
Job Contact	Mobile

Rigs	
Capstar Drilling, 316	
Contractor Capstar Drilling	Rig Number 316
Rig Supervisor Eric Thompson	Phone Mobile 307-259-8473

Mud Checks						
<depth>ftKB, <dtm>						
Type	Time	Depth (ftKB)	Density (lb/gal)	Funnel Viscosity (s/qt)	PV Override (cP)	YP OR (lb/100ft²)
Gel 10 sec (lb/100ft²)	Gel 10 min (lb/100ft²)	Filtrate (mL/30min)	Filter Cake (1/32")	pH	Sand (%)	Solids (%)
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Whole Mud Added (bbl)	Mud Lost to Hole (bbl)	Mud Lost to Surface (bbl)	Reserve Mud Volume (bbl)	Active Mud Volume (bbl)		

1, Gardner-Denver, PZ-9		
Pump # 1	Pwr (hp)	Rod Dia (in)
Liner Size (in)	Stroke (in)	Vol/Stk OR (b...
P (psi)	Slow Spd	Strokes (s... Eff (%)

Drill Strings						
BHA #<stringno>, <des>						
Bit Run	Drill Bit	Length (ft)	IADC Bit Dull	TFA (incl Noz) (in²)	BHA ROP...	
Nozzles (1/32")			String Length (ft)	Max Nominal OD (in)		
String Components						
Comment						

2, Gardner-Denver, PZ-9		
Pump # 2	Pwr (hp)	Rod Dia (in)
Liner Size (in)	Stroke (in)	Vol/Stk OR (b...
P (psi)	Slow Spd	Strokes (s... Eff (%)

Drilling Parameters												
Wellbore	Start (ftKB)	End Depth (ftKB)	Cum Depth (ft)	Cum Drill Time (hr)	Int ROP (ft/hr)	Q Flow (gpm)	WOB (1000lbf)	RPM (rpm)	SPP (psi)	Drill Str Wt (1000lbf)	PU Str Wt (1000lbf)	Drill Tq

Mud Additive Amounts		
Des	Field Est (Cost/unit)	Consumed

Safety Checks		
Time	Type	Des

Wellbores	
Wellbore Name	KO MD (ftKB)
Original Hole	



## Daily Drilling Report

Report for: 7/10/2015  
Report #: 4.0, DFS: -0.19  
Depth Progress:

Well Name: GARDNER 12-36-3-2E

UWI/API 43-047-55095		Surface Legal Location			License #							
Spud Date 6/17/2015 10:00		Date TD Reached (wellbore) 7/17/2015 20:30		Rig Release Date 7/20/2015 08:55		Ground Elevation (ft) 4,802.00		Orig KB Elev (ft) 4,814.00				
Completion Type							AFE Number 1703615US		Start Depth (ftKB) 0.0		End Depth (ftKB) 0.0	
Weather Clear		Temperature (°F) 72.0			Road Condition Good		Hole Condition Good		Target Formation Wasatch		Target Depth (ftKB) 8,073.0	
Operation At 6am Pick Up BHA				Operation Next 24hrs Trip In hole, Drill out 8 5/8 Shoe Track, Drill 7 7/8 Production Hole.				Last Casing String Surface, 1,058.0ftKB				
24 Hr Summary M.I.R.U, Nipple up and Pressure Test BOP, Pick up BHA							<b>Daily Contacts</b>					
							Job Contact		Mobile			
							Floyd Mitchell		435-823-3608			
							Brent Bascom		970-250-2928			
<b>Time Log</b>							<b>Rigs</b>					
Start Time	End Time	Dur (hr)	Cum Dur (hr)	Aty Code	Activity	Com						
13:30	22:00	8.50	8.50	1	RIGUP & TEARDOWN	Move Rig 11 Mles, Rig Up						
22:00	02:00	4.00	12.50	14	NIPPLE UP B.O.P	Nipple Up BOP						
02:00	05:00	3.00	15.50	15	TEST B.O.P	Pressure Test BOP, Pipe Rams, Blind Rams, Safety Valves, Lines, Choke Manifold 3000 PSI/10 Min. Annular BOP 1500 Psi/10 Min., Casing 1500 Psi/ 30 Min.						
05:00	06:00	1.00	16.50	6	TRIPS	Pick Up Directional Tools						
<b>Mud Checks</b>							<b>1, Gardner-Denver, PZ-9</b>					
<depth>ftKB, <dtm>							Pump #		Pwr (hp)		Rod Dia (in)	
Type							1					
Time							Liner Size (in)		Stroke (in)		Vol/Stk OR (b...)	
Depth (ftKB)							6		9.02		0.079	
Density (lb/gal)							P (psi)		Slow Spd		Strokes (s...)	
Funnel Viscosity (s/qt)											Eff (%)	
PV Override (cP)							<b>2, Gardner-Denver, PZ-9</b>					
YP OR (lb/100ft²)							Pump #		Pwr (hp)		Rod Dia (in)	
Gel 10 sec (lb/100ft²)							2					
Gel 10 min (lb/100ft²)							Liner Size (in)		Stroke (in)		Vol/Stk OR (b...)	
Filtrate (mL/30min)							6		9.02		0.079	
Filter Cake (1/32")							P (psi)		Slow Spd		Strokes (s...)	
pH											Eff (%)	
Sand (%)							<b>Mud Additive Amounts</b>					
Solids (%)							Des		Field Est (Cost/unit)		Consumed	
MBT (lb/bbl)							Bentonite		7.50		96.0	
Alkalinity (mL/mL)							DAP		35.00		40.0	
Chlorides (mg/L)							Engineering		450.00		1.0	
Calcium (mg/L)							Pac-R		167.50		4.0	
Pf (mL/mL)							Rental		50.00		1.0	
Pm (mL/mL)							Tax		1.00		8.56	
Gel 30 min (lb/100ft²)							<b>Safety Checks</b>					
Whole Mud Added (bbl)							Time		Type		Des	
Mud Lost to Hole (bbl)												
Mud Lost to Surface (bbl)							<b>Wellbores</b>					
Reserve Mud Volume (bbl)							Wellbore Name		KO MD (ftKB)			
Active Mud Volume (bbl)							Original Hole					
<b>Drill Strings</b>												
BHA #<stringno>, <des>												
Bit Run		Drill Bit		Length (ft)		IADC Bit Dull		TFA (incl Noz) (in²)		BHA ROP...		
Nozzles (1/32")				String Length (ft)				Max Nominal OD (in)				
String Components												
Comment												
<b>Drilling Parameters</b>												
Wellbore	Start (ftKB)	End Depth (ftKB)	Cum Depth (ft)	Cum Drill Time (hr)	Int ROP (ft/hr)	Q Flow (gpm)	WOB (1000lbf)	RPM (rpm)	SPP (psi)	Drill Str Wt (1000lbf)	PU Str Wt (1000lbf)	Drill Tq



## Daily Drilling Report

Report for: 7/11/2015  
Report #: 5.0, DFS: 0.81  
Depth Progress: 1,910.00

Well Name: GARDNER 12-36-3-2E

UWI/API 43-047-55095		Surface Legal Location		License #	
Spud Date 6/17/2015 10:00		Date TD Reached (wellbore) 7/17/2015 20:30		Rig Release Date 7/20/2015 08:55	
		Ground Elevation (ft) 4,802.00		Orig KB Elev (ft) 4,814.00	
Completion Type					
Weather Clear		Temperature (°F) 85.0		Road Condition Good	
				Hole Condition Good	
Operation At 6am Drilling @ 2980			Operation Next 24hrs Drill 7 7/8" Production Hole		
24 Hr Summary Trip In hole, Drill out 8 5/8 Shoe Track. Drill 7 7/8" Production Hole f/ 1070' to 2980' (1910' @ 100.5 fph) 20k wob, 394 gpm, no Losses, Lithology 60%SS,40%SH, Mahogany Bench top expected @ 4424'.					

Time Log						
Start Time	End Time	Dur (hr)	Cum Dur (hr)	Aty Code	Activity	Com
06:00	07:30	1.50	1.50	6	TRIPS	Trip In hole, Tag Cement @ 956'
07:30	08:30	1.00	2.50	9	CUT OFF DRILL LINE	Cut & Slip Drilling line
08:30	10:30	2.00	4.50	22	OPEN	Drill Cement & Float Equipment
10:30	17:30	7.00	11.50	2	DRILL ACTUAL	Drill 7 7/8" Production Hole f/ 1070' to 1909' (839' @ 119.9 fph) 18k wob, 394 gpm
17:30	18:00	0.50	12.00	7	LUBRICATE RIG	Rig Service
18:00	06:00	12.00	24.00	6	TRIPS	Drilling f/ 1909' to 2980' (1071' @ 89.25 fph) 20k wob, 394 gpm, no losses

Mud Checks						
2,000.0ftKB, 7/11/2015 06:00						
Type	Time	Depth (ftKB)	Density (lb/gal)	Funnel Viscosity (s/qt)	PV Override (cP)	YP OR (lb/100ft²)
DAP	06:00	2,000.0	9.50	34		
Gel 10 sec (lb/100ft²)	Gel 10 min (lb/100ft²)	Filterate (mL/30min)	Filter Cake (1/32")	pH	Sand (%)	Solids (%)
				8.5		8.8
MBT (lb/bbl)	Alkalinity (mL/mL)	Chlorides (mg/L)	Calcium (mg/L)	Pf (mL/mL)	Pm (mL/mL)	Gel 30 min (lb/100ft²)
		2,500.000		0.1		
Whole Mud Added (bbl)	Mud Lost to Hole (bbl)	Mud Lost to Surface (bbl)	Reserve Mud Volume (bbl)	Active Mud Volume (bbl)		

Drill Strings						
BHA #1, Steerable						
Bit Run	Drill Bit	Length (ft)	IADC Bit Dull	TFA (incl Noz) (in²)	BHA ROP...	
1	7 7/8in, Z616, JJ5116	1.00	4-3-BT-M-X-0-WT-PR	1.80	54.6	
Nozzles (1/32") 16/16/16/16/16/16			String Length (ft) 621.71	Max Nominal OD (in) 6.500		
String Components Smith Z616, MUD MOTOR, UBHO, NM PONY, NMDC, NMDC, Drill Collar, HWDP						
Comment Smith Z616, (Hunting MM 6.5", 7/8, 3.3 Stg, 1.5°, Fixed .16 RPG) (UBHO 6.5"x2.875")(2-6.5"x2.875"NMDC)(7-6.25 x 2.5"DC) (10-4.5"HWDP)						

Drilling Parameters												
Wellbore	Start (ftKB)	End Depth (ftKB)	Cum Depth (ft)	Cum Drill Time (hr)	Int ROP (ft/hr)	Q Flow (gpm)	WOB (1000lbf)	RPM (rpm)	SPP (psi)	Drill Str Wt (1000lbf)	PU Str Wt (1000lbf)	Drill Tq
Original Hole	1,070.0	2,980.0	1,910.0	19.00	100.5	394	20	60	1,100.0	58	88	12,000.0

AFE Number 1703615US	
Start Depth (ftKB) 1,070.0	End Depth (ftKB) 2,980.0
Target Formation Wasatch	Target Depth (ftKB) 8,073.0
Last Casing String Surface, 1,058.0ftKB	
Daily Contacts	
Job Contact	Mobile
Floyd Mitchell	435-823-3608
Brent Bascom	970-250-2928

Rigs		
Capstar Drilling, 316		
Contractor Capstar Drilling	Rig Number 316	
Rig Supervisor Eric Thompson	Phone Mobile 307-259-8473	
1, Gardner-Denver, PZ-9		
Pump # 1	Pwr (hp)	Rod Dia (in)
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079
P (psi)	Slow Spd	Strokes (s...) Eff (%)

2, Gardner-Denver, PZ-9		
Pump # 2	Pwr (hp)	Rod Dia (in)
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079
P (psi)	Slow Spd	Strokes (s...) Eff (%)

Mud Additive Amounts		
Des	Field Est (Cost/unit)	Consumed
Engineering	450.00	1.0
Rental	50.00	1.0

Safety Checks		
Time	Type	Des

Wellbores	
Wellbore Name	KO MD (ftKB)
Original Hole	



## Daily Drilling Report

Report for: 7/12/2015  
Report #: 6.0, DFS: 1.81  
Depth Progress: 1,545.00

Well Name: GARDNER 12-36-3-2E

UWI/API 43-047-55095		Surface Legal Location			License #							
Spud Date 6/17/2015 10:00		Date TD Reached (wellbore) 7/17/2015 20:30		Rig Release Date 7/20/2015 08:55		Ground Elevation (ft) 4,802.00		Orig KB Elev (ft) 4,814.00				
Completion Type												
Weather Clear		Temperature (°F) 88.0			Road Condition Good		Hole Condition Good					
Operation At 6am Drilling @ 4525'					Operation Next 24hrs Drill 7 7/8" Production Hole							
24 Hr Summary Drill 7 7/8" Production Hole f/ 2980' to 4525' (1545' @ 65.7 fph) 20-22k wob, 394 gpm, no Losses, Lithology 60% SS,30%SH,10% DOLST- BKG 338 u, Conn. 1588 u, Peak 1160 u @ 4320'												
<b>Time Log</b>												
Start Time	End Time	Dur (hr)	Cum Dur (hr)	Aty Code	Activity	Com						
06:00	17:30	11.50	11.50	2	DRILL ACTUAL	Drilling f/ 2980' to 3833' (853' @ 74.2 fph) 20k wob, 394 gpm, no losses						
17:30	18:00	0.50	12.00	7	LUBRICATE RIG	Rig Service						
18:00	06:00	12.00	24.00	2	DRILL ACTUAL	Drilling f/ 3833' to 4525' (692' @ 57.7 fph) 20-22k wob, 394 gpm, no losses						
<b>Mud Checks</b>												
3,278.0ftKB, 7/12/2015 08:30												
Type DAP	Time 08:30	Depth (ftKB) 3,278.0	Density (lb/gal) 9.65	Funnel Viscosity (s/qt) 36	PV Override (cP) 7.0	YP OR (lb/100ft²) 8.000						
Gel 10 sec (lb/100ft²) 9.000	Gel 10 min (lb/100ft²) 20.000	Filtrate (mL/30min) 30.0	Filter Cake (1/32") 30.0	pH 8.0	Sand (%) 0.5	Solids (%) 9.0						
MBT (lb/bbl)	Alkalinity (mL/mL)	Chlorides (mg/L) 2,000.000	Calcium (mg/L)	Pf (mL/mL) 0.1	Pm (mL/mL) 0.100	Gel 30 min (lb/100ft²)						
Whole Mud Added (bbl)	Mud Lost to Hole (bbl)	Mud Lost to Surface (bbl)	Reserve Mud Volume (bbl)	Active Mud Volume (bbl)								
<b>Drill Strings</b>												
<b>BHA #1, Steerable</b>												
Bit Run 1	Drill Bit 7 7/8in, Z616, JJ5116	Length (ft) 1.00	IADC Bit Dull 4-3-BT-M-X-0-WT-PR	TFA (incl Noz) (in²) 1.80	BHA ROP... 54.6							
Nozzles (1/32") 16/16/16/16/16/16		String Length (ft) 621.71		Max Nominal OD (in) 6.500								
String Components Smith Z616, MUD MOTOR, UBHO, NM PONY, NMDC, NMDC, Drill Collar, HWDP												
Comment Smith Z616, (Hunting MM 6.5", 7/8, 3.3 Stg, 1.5°, Fixed .16 RPG)( UBHO 6.5"x2.875")(2-6.5"x2.875"NMDC)(7-6.25 x 2.5"DC) (10-4.5"HWDP)												
<b>Drilling Parameters</b>												
Wellbore	Start (ftKB)	End Depth (ftKB)	Cum Depth (ft)	Cum Drill Time (hr)	Int ROP (ft/hr)	Q Flow (gpm)	WOB (1000lbf)	RPM (rpm)	SPP (psi)	Drill Str Wt (1000lbf)	PU Str Wt (1000lbf)	Drill Tq
Original Hole	2,980.0	4,525.0	3,455.0 0	42.50	65.7	394	22	60	1,200.0	76	105	12,50 0.0
<b>AFE Number</b> 1703615US												
Start Depth (ftKB) 2,980.0		End Depth (ftKB) 4,525.0										
Target Formation Wasatch		Target Depth (ftKB) 8,073.0										
Last Casing String Surface, 1,058.0ftKB												
<b>Daily Contacts</b>												
Job Contact					Mobile							
Floyd Mitchell					435-823-3608							
Brent Bascom					970-250-2928							
<b>Rigs</b>												
<b>Capstar Drilling, 316</b>												
Contractor Capstar Drilling					Rig Number 316							
Rig Supervisor Eric Thompson					Phone Mobile 307-259-8473							
<b>1, Gardner-Denver, PZ-9</b>												
Pump # 1	Pwr (hp)	Rod Dia (in)										
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079										
P (psi)	Slow Spd	Strokes (s...)	Eff (%)									
<b>2, Gardner-Denver, PZ-9</b>												
Pump # 2	Pwr (hp)	Rod Dia (in)										
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079										
P (psi)	Slow Spd	Strokes (s...)	Eff (%)									
<b>Mud Additive Amounts</b>												
Des	Field Est (Cost/unit)	Consumed										
Aluminum Stear.	130.00	1.0										
Bentonite	7.50	4.0										
Engineering	450.00	1.0										
Hole Seal	21.00	21.0										
Liqui Drill	135.00	1.0										
Rental	50.00	1.0										
Tax	1.00	195.17										
Trucking	1.00	800.0										
<b>Safety Checks</b>												
Time	Type	Des										
<b>Wellbores</b>												
Wellbore Name					KO MD (ftKB)							
Original Hole												



## Daily Drilling Report

Report for: 7/13/2015  
Report #: 7.0, DFS: 2.81  
Depth Progress: 950.00

Well Name: GARDNER 12-36-3-2E

UWI/API 43-047-55095		Surface Legal Location			License #				
Spud Date 6/17/2015 10:00		Date TD Reached (wellbore) 7/17/2015 20:30		Rig Release Date 7/20/2015 08:55		Ground Elevation (ft) 4,802.00		Orig KB Elev (ft) 4,814.00	
Completion Type									
Weather Clear		Temperature (°F) 91.0			Road Condition Good		Hole Condition Good		
Operation At 6am Drilling @ 5475'					Operation Next 24hrs Drill 7 7/8" Production Hole				
24 Hr Summary Drill 7 7/8" Production Hole f/ 4525' to 5475' (950' @ 41.3 fph) 20-22k wob, 394 gpm, no Losses, Lithology 70% MRLST,30%SH - BKG 250 u, Conn. 3456 u, Peak 5929 u @ 5008'									

Time Log						
Start Time	End Time	Dur (hr)	Cum Dur (hr)	Aty Code	Activity	Com
06:00	16:00	10.00	10.00	2	DRILL ACTUAL	Drilling f/ 4525' to 5032' (507' @ 50.7 fph) 20-22k wob, 394 gpm, no losses
16:00	16:30	0.50	10.50	7	LUBRICATE RIG	Rig service
16:30	19:30	3.00	13.50	2	DRILL ACTUAL	Drilling f/ 5032' to 5117' (85' @ 28.3 fph) 20-22k wob, 394 gpm, no losses
19:30	20:00	0.50	14.00	10	DEVIATION SURVEY	Attempt Survey
20:00	06:00	10.00	24.00	2	DRILL ACTUAL	Continue Drilling f/ 5117' to 5475' (358' @ 35.8 fph) 20-22k wob, 394 gpm, no losses

Mud Checks						
4,743.0ftKB, 7/13/2015 10:30						
Type	Time	Depth (ftKB)	Density (lb/gal)	Funnel Viscosity (s/qt)	PV Override (cP)	YP OR (lb/100ft²)
DAP	10:30	4,743.0	9.50	40	10.0	15.000
Gel 10 sec (lb/100ft²)	Gel 10 min (lb/100ft²)	Filtrate (mL/30min)	Filter Cake (1/32")	pH	Sand (%)	Solids (%)
12.000	23.000	28.0		8.0	0.5	8.8
MBT (lb/bbl)	Alkalinity (mL/mL)	Chlorides (mg/L)	Calcium (mg/L)	Pf (mL/mL)	Pm (mL/mL)	Gel 30 min (lb/100ft²)
	2,000.000			0.1	0.100	
Whole Mud Added (bbl)	Mud Lost to Hole (bbl)	Mud Lost to Surface (bbl)	Reserve Mud Volume (bbl)	Active Mud Volume (bbl)		

Drill Strings						
BHA #1, Steerable						
Bit Run	Drill Bit	Length (ft)	IADC Bit Dull	TFA (incl Noz) (in²)	BHA ROP...	
1	7 7/8in, Z616, JJ5116	1.00	4-3-BT-M-X-0-WT-PR	1.80	54.6	
Nozzles (1/32") 16/16/16/16/16/16			String Length (ft) 621.71	Max Nominal OD (in) 6.500		
String Components Smith Z616, MUD MOTOR, UBHO, NM PONY, NMDC, NMDC, Drill Collar, HWDP						
Comment Smith Z616, (Hunting MM 6.5", 7/8, 3.3 Stg, 1.5°, Fixed .16 RPG)( UBHO 6.5"x2.875")(2-6.5"x2.875"NMDC)(7-6.25 x 2.5"DC) (10-4.5"HWDP)						

Drilling Parameters												
Wellbore	Start (ftKB)	End Depth (ftKB)	Cum Depth (ft)	Cum Drill Time (hr)	Int ROP (ft/hr)	Q Flow (gpm)	WOB (1000lbf)	RPM (rpm)	SPP (psi)	Drill Str Wt (1000lbf)	PU Str Wt (1000lbf)	Drill Tq
Original Hole	4,525.0	5,475.0	4,405.0 0	65.50	41.3	394	20	60	1,320.0	96	125	13,00 0.0

AFE Number 1703615US	
Start Depth (ftKB) 4,525.0	End Depth (ftKB) 5,475.0
Target Formation Wasatch	Target Depth (ftKB) 8,073.0
Last Casing String Surface, 1,058.0ftKB	
Daily Contacts	
Job Contact	Mobile
Floyd Mitchell	435-823-3608
Brent Bascom	970-250-2928

Rigs		
Capstar Drilling, 316		
Contractor Capstar Drilling	Rig Number 316	
Rig Supervisor Eric Thompson	Phone Mobile 307-259-8473	
1, Gardner-Denver, PZ-9		
Pump # 1	Pwr (hp)	Rod Dia (in)
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079
P (psi)	Slow Spd	Strokes (s...) Eff (%)

2, Gardner-Denver, PZ-9		
Pump # 2	Pwr (hp)	Rod Dia (in)
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079
P (psi)	Slow Spd	Strokes (s...) Eff (%)

Mud Additive Amounts		
Des	Field Est (Cost/unit)	Consumed
Barite	10.50	22.0
Bentonite	7.50	43.0
Chem Seal	16.50	17.0
DAP	35.00	76.0
Engineering	450.00	1.0
Hole Seal	21.00	18.0
Pac-R	167.50	16.0
Rental	50.00	1.0
Sawdust	4.50	50.0
Tax	1.00	399.06

Safety Checks		
Time	Type	Des

Wellbores	
Wellbore Name	KO MD (ftKB)
Original Hole	



## Daily Drilling Report

Report for: 7/14/2015  
Report #: 8.0, DFS: 3.81  
Depth Progress: 1,025.00

Well Name: GARDNER 12-36-3-2E

UWI/API 43-047-55095	Surface Legal Location	License #
Spud Date 6/17/2015 10:00	Date TD Reached (wellbore) 7/17/2015 20:30	Rig Release Date 7/20/2015 08:55
	Ground Elevation (ft) 4,802.00	Orig KB Elev (ft) 4,814.00

Completion Type
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Weather Rain	Temperature (°F) 90.0	Road Condition Good	Hole Condition Good
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Operation At 6am Drilling @ 6500'	Operation Next 24hrs Drill 7 7/8" Production Hole
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24 Hr Summary  
Drill 7 7/8" Production Hole f/ 5475' to 6500' (1025' @ 43.6 fph) 20-22k wob, 394 gpm, no Losses, Douglas Creek Top @ 6279' - Lithology .60%SH,40%CLYST - BKG 292 u, Conn. 3618 u, Peak 1988 u @ 5512'

## Time Log

Start Time	End Time	Dur (hr)	Cum Dur (hr)	Aty Code	Activity	Com
06:00	17:00	11.00	11.00	2	DRILL ACTUAL	Drilling f/ 5475' to 5971' (496' @ 45.1 fph) 18-20k wob, 394 gpm, no losses
17:00	17:30	0.50	11.50	7	LUBRICATE RIG	Rig Service
17:30	06:00	12.50	24.00	2	DRILL ACTUAL	Drilling f/ 5971' to 6500' (529' @ 42.3 fph) 18-20k wob, 394 gpm, no losses

## Mud Checks

5,672.0ftKB, 7/14/2015 11:00

Type	Time	Depth (ftKB)	Density (lb/gal)	Funnel Viscosity (s/qt)	PV Override (cP)	YP OR (lb/100ft²)
DAP	11:00	5,672.0	9.65	37	8.0	20.000
Gel 10 sec (lb/100ft²)	Gel 10 min (lb/100ft²)	Filtrate (mL/30min)	Filter Cake (1/32")	pH	Sand (%)	Solids (%)
8.000	20.000	28.0		8.0	0.5	9.9
MBT (lb/bbl)	Alkalinity (mL/mL)	Chlorides (mg/L)	Calcium (mg/L)	Pf (mL/mL)	Pm (mL/mL)	Gel 30 min (lb/100ft²)
		2,000.000		0.1	0.100	
Whole Mud Added (bbl)	Mud Lost to Hole (bbl)	Mud Lost to Surface (bbl)	Reserve Mud Volume (bbl)	Active Mud Volume (bbl)		

## Drill Strings

## BHA #1, Steerable

Bit Run 1	Drill Bit 7 7/8in, Z616, JJ5116	Length (ft) 1.00	IADC Bit Dull 4-3-BT-M-X-0-WT-PR	TFA (incl Noz) (in²) 1.80	BHA ROP... 54.6
Nozzles (1/32") 16/16/16/16/16/16	String Length (ft) 621.71	Max Nominal OD (in) 6.500			

String Components  
Smith Z616, MUD MOTOR, UBHO, NM PONY, NMDC, NMDC, Drill Collar, HWDPComment  
Smith Z616, (Hunting MM 6.5", 7/8, 3.3 Stg, 1.5°, Fixed .16 RPG)( UBHO 6.5"x2.875")(2-6.5"x2.875"NMDC)(7-6.25 x 2.5"DC) (10-4.5"HWDP)

## Drilling Parameters

Wellbore	Start (ftKB)	End Depth (ftKB)	Cum Depth (ft)	Cum Drill Time (hr)	Int ROP (ft/hr)	Q Flow (gpm)	WOB (1000lbf)	RPM (rpm)	SPP (psi)	Drill Str Wt (1000lbf)	PU Str Wt (1000lbf)	Drill Tq
Original Hole	5,475.0	6,500.0	5,430.0	89.00	43.6	394	20	60	1,500.0	110	150	13.00
			0									0.0

AFE Number 1703615US	
Start Depth (ftKB) 5,475.0	End Depth (ftKB) 6,500.0

Target Formation Wasatch	Target Depth (ftKB) 8,073.0
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Last Casing String  
Surface, 1,058.0ftKB

## Daily Contacts

Job Contact	Mobile
Floyd Mitchell	435-823-3608
Brent Bascom	970-250-2928

## Rigs

## Capstar Drilling, 316

Contractor Capstar Drilling	Rig Number 316
Rig Supervisor Eric Thompson	Phone Mobile 307-259-8473

## 1, Gardner-Denver, PZ-9

Pump # 1	Pwr (hp)	Rod Dia (in)
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079
P (psi)	Slow Spd	Strokes (s...) Eff (%)

## 2, Gardner-Denver, PZ-9

Pump # 2	Pwr (hp)	Rod Dia (in)
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079
P (psi)	Slow Spd	Strokes (s...) Eff (%)

## Mud Additive Amounts

Des	Field Est (Cost/unit)	Consumed
Aluminum Stear.	130.00	2.0
Barite	10.50	100.0
Chem Seal	16.50	6.0
DAP	35.00	59.0
Engineering	450.00	1.0
Hole Seal	21.00	36.0
Pac-R	167.50	22.0
Pallet	20.00	7.0
Rental	50.00	1.0
Sawdust	4.50	65.0
Shrink Wrap	20.00	7.0
Tax	1.00	452.99
Trucking	1.00	1,200.0

## Safety Checks

Time	Type	Des

## Wellbores

Wellbore Name Original Hole	KO MD (ftKB)
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## Daily Drilling Report

Report for: 7/15/2015  
Report #: 9.0, DFS: 4.81  
Depth Progress: 865.00

Well Name: GARDNER 12-36-3-2E

UWI/API 43-047-55095		Surface Legal Location			License #				
Spud Date 6/17/2015 10:00		Date TD Reached (wellbore) 7/17/2015 20:30		Rig Release Date 7/20/2015 08:55		Ground Elevation (ft) 4,802.00		Orig KB Elev (ft) 4,814.00	
Completion Type									
Weather Rain		Temperature (°F) 81.0			Road Condition Good		Hole Condition Good		
Operation At 6am Drilling @ 7375'					Operation Next 24hrs Drill 7 7/8" Production Hole				
24 Hr Summary Drill 7 7/8" Production Hole f/ 6500' to 7365' (865' @ 36.8 fph) 20-22k wob, 394 gpm, no Losses, Wasatch Top @ 7286' - Lithology ,70%CLYST,30%SH - BKG 300 u, Conn. 5031 u, Peak 5662 u @ 7204'									

## Time Log

Start Time	End Time	Dur (hr)	Cum Dur (hr)	Aty Code	Activity	Com
06:00	17:00	11.00	11.00	2	DRILL ACTUAL	Drilling f/ 6500' to 7043' (543' @ 49.4 fph) 20k wob, 394 gpm, no losses
17:00	17:30	0.50	11.50	7	LUBRICATE RIG	Rig Service
17:30	06:00	12.50	24.00	2	DRILL ACTUAL	Drilling f/ 7043' to 7365' ( 322' @ 25.8 fph) 21k wob, 394 gpm, no losses

## Mud Checks

6,735.0ftKB, 7/15/2015 10:00

Type	Time	Depth (ftKB)	Density (lb/gal)	Funnel Viscosity (s/qt)	PV Override (cP)	YP OR (lb/100ft²)
DAP	10:00	6,735.0	9.75	37	11.0	4.000
Gel 10 sec (lb/100ft²)	Gel 10 min (lb/100ft²)	Filtrate (mL/30min)	Filter Cake (1/32")	pH	Sand (%)	Solids (%)
8.000	18.000	14.0		8.5	0.5	10.7
MBT (lb/bbl)	Alkalinity (mL/mL)	Chlorides (mg/L)	Calcium (mg/L)	Pf (mL/mL)	Pm (mL/mL)	Gel 30 min (lb/100ft²)
		2,000.000		0.1	0.100	
Whole Mud Added (bbl)	Mud Lost to Hole (bbl)	Mud Lost to Surface (bbl)	Reserve Mud Volume (bbl)	Active Mud Volume (bbl)		

## Drill Strings

## BHA #1, Steerable

Bit Run	Drill Bit	Length (ft)	IADC Bit Dull	TFA (incl Noz) (in²)	BHA ROP...
1	7 7/8in, Z616, JJ5116	1.00	4-3-BT-M-X-0-WT-PR	1.80	54.6
Nozzles (1/32")		String Length (ft)		Max Nominal OD (in)	
16/16/16/16/16/16		621.71		6.500	
String Components Smith Z616, MUD MOTOR, UBHO, NM PONY, NMDC, NMDC, Drill Collar, HWDP					
Comment Smith Z616, (Hunting MM 6.5", 7/8, 3.3 Stg, 1.5°, Fixed .16 RPG)( UBHO 6.5"x2.875")(2-6.5"x2.875"NMDC)(7-6.25 x 2.5"DC) (10-4.5"HWDP)					

## Drilling Parameters

Wellbore	Start (ftKB)	End Depth (ftKB)	Cum Depth (ft)	Cum Drill Time (hr)	Int ROP (ft/hr)	Q Flow (gpm)	WOB (1000lbf)	RPM (rpm)	SPP (psi)	Drill Str Wt (1000lbf)	PU Str Wt (1000lbf)	Drill Tq
Original Hole	6,500.0	7,365.0	6,295.0	112.5	36.8	394	22	60	1,500.0	128	160	
			0	0								

AFE Number 1703615US	
Start Depth (ftKB) 6,500.0	End Depth (ftKB) 7,365.0
Target Formation Wasatch	Target Depth (ftKB) 8,073.0
Last Casing String Surface, 1,058.0ftKB	
<b>Daily Contacts</b>	
Job Contact	Mobile
Floyd Mitchell	435-823-3608
Brent Bascom	970-250-2928

## Rigs

## Capstar Drilling, 316

Contractor Capstar Drilling	Rig Number 316
Rig Supervisor Eric Thompson	Phone Mobile 307-259-8473

## 1, Gardner-Denver, PZ-9

Pump # 1	Pwr (hp)	Rod Dia (in)
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079
P (psi)	Slow Spd	Strokes (s...) Eff (%)

## 2, Gardner-Denver, PZ-9

Pump # 2	Pwr (hp)	Rod Dia (in)
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079
P (psi)	Slow Spd	Strokes (s...) Eff (%)

## Mud Additive Amounts

Des	Field Est (Cost/unit)	Consumed
Chem Seal	16.50	7.0
DAP	35.00	61.0
Engineering	450.00	1.0
Hole Seal	21.00	4.0
Pac-R	167.50	23.0
Pallet	20.00	1.0
Rental	50.00	1.0
Sawdust	4.50	25.0
Shrink Wrap	20.00	1.0
Tax	1.00	386.56

## Safety Checks

Time	Type	Des

## Wellbores

Wellbore Name	KO MD (ftKB)
Original Hole	



### Daily Drilling Report

Report for: 7/16/2015  
 Report #: 10.0, DFS: 5.81  
 Depth Progress: 115.00

Well Name: GARDNER 12-36-3-2E

UWI/API 43-047-55095		Surface Legal Location		License #	
Spud Date 6/17/2015 10:00		Date TD Reached (wellbore) 7/17/2015 20:30		Rig Release Date 7/20/2015 08:55	
		Ground Elevation (ft) 4,802.00		Orig KB Elev (ft) 4,814.00	
Completion Type					
Weather Clear		Temperature (°F) 85.0		Road Condition Good	
				Hole Condition Good	
Operation At 6am Drilling @ 7480'			Operation Next 24hrs Drill 7 7/8" Production Hole to 8090' TD		
24 Hr Summary Drill 7 7/8" Production Hole f/ 7365' to 7435' (70 @17.5 fph) 20-22k wob, 394 gpm, no Losses, Trip out to 7000', well flowing, Trip to bottom Circ. & Raise Mud wt. Spot 10.4 ppg kill pill, Trip for Bit,Lay Down directional Tools, Change Mud motor, Trip In Hole w/ Bit #2 , Drilling f/ 7435' to 7480' - Lithology ,40%CLYST,30%SH,30%SS - BKG 428 u, Conn. 4574 u, Peak 5662 u @ 7204' Trip 7824 u.					

Time Log						
Start Time	End Time	Dur (hr)	Cum Dur (hr)	Aty Code	Activity	Com
06:00	10:00	4.00	4.00	2	DRILL ACTUAL	Drilling f/ 7365' to 7435' ( 70' @ 17.5 fph) 21k wob, 394 gpm, no losses
10:00	10:30	0.50	4.50	6	TRIPS	Trip Out to 7000', flow Chech, Well Flowing
10:30	11:00	0.50	5.00	6	TRIPS	Trip Back To Bottom, 33 bbl pit Gain
11:00	12:30	1.50	6.50	5	COND MUD & CIRC	Circulate bottoms Up Through Choke, 12' Flare
12:30	14:30	2.00	8.50	5	COND MUD & CIRC	Circulate & raise Mud wt to 9.9, Spot 200 bbl 10.4 ppg kill Pill
14:30	21:00	6.50	15.00	6	TRIPS	Trip For Bit, lay down Directional tools, Change Mud Motor
21:00	04:00	7.00	22.00	6	TRIPS	Trip In Hole w/ Bit #2 , Stage in Hole, Break Circ.Every 1500'
04:00	05:00	1.00	23.00	3	REAMING	Wash & Ream f/7224' to 7435'
05:00	06:00	1.00	24.00	2	DRILL ACTUAL	Drilling f/ 7435' to 7480' ( 45 fph)

Mud Checks						
7,435.0ftKB, 7/16/2015 12:00						
Type	Time	Depth (ftKB)	Density (lb/gal)	Funnel Viscosity (s/qt)	PV Override (cP)	YP OR (lb/100ft²)
DAP	12:00	7,435.0	9.80	34	10.0	4.000
Gel 10 sec (lb/100ft²)	Gel 10 min (lb/100ft²)	Filtrate (mL/30min)	Filter Cake (1/32")	pH	Sand (%)	Solids (%)
8.000	20.000	22.0		8.5	0.5	10.7
MBT (lb/bbl)	Alkalinity (mL/mL)	Chlorides (mg/L)	Calcium (mg/L)	Pf (mL/mL)	Pm (mL/mL)	Gel 30 min (lb/100ft²)
	2,000.000			0.1	0.100	
Whole Mud Added (bbl)	Mud Lost to Hole (bbl)	Mud Lost to Surface (bbl)	Reserve Mud Volume (bbl)	Active Mud Volume (bbl)		

Drill Strings						
BHA #2, Slick						
Bit Run	Drill Bit	Length (ft)	IADC Bit Dull	TFA (incl Noz) (in²)	BHA ROP...	
2	7 7/8in, MDi616, JK1346	1.00	1-1-NO-A-X-0-NO-TD	1.80	43.7	
Nozzles (1/32") 16/16/16/16/16/16			String Length (ft) 551.34	Max Nominal OD (in) 6.500		
String Components Smith MDi616, MUD MOTOR, Drill Collar, HWDP						
Comment Smith MDi616, (Hunting MM 6.5",7/8,3.3 Stg,1.5", Fixed .16 RPG)(7-6.25 x 2.5"DC) (10-4.5"HWDP)						

Drilling Parameters												
Wellbore	Start (ftKB)	End Depth (ftKB)	Cum Depth (ft)	Cum Drill Time (hr)	Int ROP (ft/hr)	Q Flow (gpm)	WOB (1000lbf)	RPM (rpm)	SPP (psi)	Drill Str Wt (1000lbf)	PU Str Wt (1000lbf)	Drill Tq
Original Hole	7,435.0	7,480.0	45.00	1.00	45.0	394	14	60	1,300.0	138	160	12,50 0.0

AFE Number 1703615US	
Start Depth (ftKB) 7,365.0	End Depth (ftKB) 7,480.0
Target Formation Wasatch	Target Depth (ftKB) 8,073.0
Last Casing String Surface, 1,058.0ftKB	
Daily Contacts	
Job Contact	Mobile
Floyd Mitchell	435-823-3608
Brent Bascom	970-250-2928

Rigs		
Capstar Drilling, 316		
Contractor	Rig Number	
Capstar Drilling	316	
Rig Supervisor	Phone Mobile	
Eric Thompson	307-259-8473	
1, Gardner-Denver, PZ-9		
Pump #	Pwr (hp)	Rod Dia (in)
1		
Liner Size (in)	Stroke (in)	Vol/Stk OR (b...)
6	9.02	0.079
P (psi)	Slow Spd	Strokes (s...)
		Eff (%)

2, Gardner-Denver, PZ-9		
Pump #	Pwr (hp)	Rod Dia (in)
2		
Liner Size (in)	Stroke (in)	Vol/Stk OR (b...)
6	9.02	0.079
P (psi)	Slow Spd	Strokes (s...)
		Eff (%)

Mud Additive Amounts		
Des	Field Est (Cost/unit)	Consumed
Barite	10.50	140.0
Chem Seal	16.50	5.0
DAP	35.00	21.0
Engineering	450.00	1.0
Hole Seal	21.00	20.0
Pac-R	167.50	14.0
Pallet	20.00	4.0
Rental	50.00	1.0
Sea Mud	15.50	70.0
Shrink Wrap	20.00	4.0
Tax	1.00	295.09

Safety Checks		
Time	Type	Des

Wellbores	
Wellbore Name	KO MD (ftKB)
Original Hole	



## Daily Drilling Report

Report for: 7/17/2015  
Report #: 11.0, DFS: 6.81  
Depth Progress: 610.00

Well Name: GARDNER 12-36-3-2E

UWI/API 43-047-55095		Surface Legal Location			License #							
Spud Date 6/17/2015 10:00		Date TD Reached (wellbore) 7/17/2015 20:30		Rig Release Date 7/20/2015 08:55		Ground Elevation (ft) 4,802.00		Orig KB Elev (ft) 4,814.00				
Completion Type												
Weather Clear		Temperature (°F) 91.0			Road Condition Good		Hole Condition Good					
Operation At 6am Lay Down Drill Pipe @ 1500'				Operation Next 24hrs Lay down DP & BHA, Run Open Hole Logs, Run & Cement 5.5" Production Casing. Nipple down BOP, Clean Pits, Release & Stack Out Capstar Rig 316.								
24 Hr Summary Drill f/ 7480' to 8090' (610' @ @43.6 fph) 7 7/8" Production Hole TD, 16k wob, 394 gpm, no Losses, Circ. Bottoms Up , Short Trip 1000', Circ. for Logs & Spot 100 bbl 10.5 ppg Kill Pill 6000' to 4400', - trip Out to 3000', Circulate hole clean @ 550 gpm. Continue Laying Down Drill Pipe.												
<b>Time Log</b>												
Start Time	End Time	Dur (hr)	Cum Dur (hr)	Aty Code	Activity	Com						
06:00	17:30	11.50	11.50	2	DRILL ACTUAL	Drilling f/ 7480' to 7993' ( 513' @ 44.6 fph fph) 16k wob, 394 gpm, no losses						
17:30	18:00	0.50	12.00	7	LUBRICATE RIG	Rig Service						
18:00	20:30	2.50	14.50	2	DRILL ACTUAL	Drilling f/ 7993' to 8090' ( 97' @ 38.8 fph fph) 16k wob, 394 gpm, no losses						
20:30	21:30	1.00	15.50	5	COND MUD & CIRC	Circulate Bottoms up						
21:30	23:00	1.50	17.00	6	TRIPS	Short Trip Out to 7000', Trip Back to bottom, Tight Hole @ 7420' & 7400'						
23:00	01:00	2.00	19.00	5	COND MUD & CIRC	Circulate for Logs, Spot 100 bbl 10.5 ppg Kill Pill 6000' to 4400',						
01:00	04:00	3.00	22.00	6	TRIPS	Lay Down drill Pipe to 3000'						
04:00	05:00	1.00	23.00	5	COND MUD & CIRC	Circulate hole clean, 1 1/2 bottoms up @ 550 gpm,						
05:00	06:00	1.00	24.00	6	TRIPS	Continue, Lay Down Drill Pipe f/ 3000'						
<b>Mud Checks</b>												
7,690.0ftKB, 7/17/2015 11:00												
Type DAP	Time 11:00	Depth (ftKB) 7,690.0	Density (lb/gal) 9.85	Funnel Viscosity (s/qt) 37	PV Override (cP) 6.0	YP OR (lb/100ft²) 3,000						
Gel 10 sec (lb/100ft²) 9,000	Gel 10 min (lb/100ft²) 15,000	Filtrate (mL/30min) 24.0	Filter Cake (1/32") 24.0	pH 8.5	Sand (%) 0.8	Solids (%) 11.5						
MBT (lb/bbl)	Alkalinity (mL/mL)	Chlorides (mg/L) 3,000,000	Calcium (mg/L)	Pf (mL/mL) 0.1	Pm (mL/mL) 0.100	Gel 30 min (lb/100ft²)						
Whole Mud Added (bbl)	Mud Lost to Hole (bbl)	Mud Lost to Surface (bbl)	Reserve Mud Volume (bbl)	Active Mud Volume (bbl)								
<b>Drill Strings</b>												
<b>BHA #2, Slick</b>												
Bit Run 2	Drill Bit 7 7/8in, MDi616, JK1346	Length (ft) 1.00	IADC Bit Dull 1-1-NO-A-X-0-NO-TD	TFA (incl Noz) (in²) 1.80	BHA ROP... 43.7							
Nozzles (1/32") 16/16/16/16/16/16			String Length (ft) 551.34	Max Nominal OD (in) 6.500								
String Components Smith MDi616, MUD MOTOR, Drill Collar, HWDP												
Comment Smith MDi616, (Hunting MM 6.5", 7/8, 3.3 Stg, 1.5", Fixed .16 RPG)(7-6.25 x 2.5"DC) (10-4.5"HWDP)												
<b>Drilling Parameters</b>												
Wellbore	Start (ftKB)	End Depth (ftKB)	Cum Depth (ft)	Cum Drill Time (hr)	Int ROP (ft/hr)	Q Flow (gpm)	WOB (1000lbf)	RPM (rpm)	SPP (psi)	Drill Str Wt (1000lbf)	PU Str Wt (1000lbf)	Drill Tq
Original Hole	7,480.0	8,090.0	655.00	15.00	43.6	394	16	60	1,350.0	144	175	12,500.0

AFE Number 1703615US		
Start Depth (ftKB) 7,480.0	End Depth (ftKB) 8,090.0	
Target Formation Wasatch	Target Depth (ftKB) 8,073.0	
Last Casing String Surface, 1,058.0ftKB		
<b>Daily Contacts</b>		
Job Contact	Mobile	
Floyd Mitchell	435-823-3608	
Brent Bascom	970-250-2928	
<b>Rigs</b>		
<b>Capstar Drilling, 316</b>		
Contractor Capstar Drilling	Rig Number 316	
Rig Supervisor Eric Thompson	Phone Mobile 307-259-8473	
<b>1, Gardner-Denver, PZ-9</b>		
Pump # 1	Pwr (hp) Rod Dia (in)	
Liner Size (in) 6	Stroke (in) 9.02	
Vol/Stk OR (b...) 0.079		
P (psi)	Slow Spd Strokes (s...) Eff (%)	
<b>2, Gardner-Denver, PZ-9</b>		
Pump # 2	Pwr (hp) Rod Dia (in)	
Liner Size (in) 6	Stroke (in) 9.02	
Vol/Stk OR (b...) 0.079		
P (psi)	Slow Spd Strokes (s...) Eff (%)	
<b>Mud Additive Amounts</b>		
Des	Field Est (Cost/unit)	Consumed
Barite	10.50	133.0
Chem Seal	16.50	11.0
DAP	35.00	23.0
Engineering	450.00	1.0
Hole Seal	21.00	32.0
Pac-R	167.50	6.0
Pallet	20.00	6.0
Rental	50.00	1.0
Sawdust	4.50	38.0
Sea Mud	15.50	70.0
Shrink Wrap	20.00	6.0
Tax	1.00	254.67
<b>Safety Checks</b>		
Time	Type	Des
<b>Wellbores</b>		
Wellbore Name	KO MD (ftKB)	
Original Hole		



## Daily Drilling Report

Report for: 7/18/2015  
Report #: 12.0, DFS: 7.81  
Depth Progress: 0.00

Well Name: GARDNER 12-36-3-2E

UWI/API 43-047-55095		Surface Legal Location		License #	
Spud Date 6/17/2015 10:00		Date TD Reached (wellbore) 7/17/2015 20:30		Rig Release Date 7/20/2015 08:55	
		Ground Elevation (ft) 4,802.00		Orig KB Elev (ft) 4,814.00	
Completion Type					
Weather Clear		Temperature (°F) 90.0		Road Condition Good	
				Hole Condition Good	
Operation At 6am Circulate @ 8075'			Operation Next 24hrs Rig up & Run Weatherford through Drill pipe Logging tools, Run & Cement 5.5" Production Casing.		

24 Hr Summary  
Lay down DP & BHA, rig up H.E.S., Run Open Hole Logs, 1 Run, Triple Combo w/ Dielectric Log & IDT, Hole Bridged @ 7420', Log Out, Pick Up Weatherford Core bit & Drop Off tools, Stage in Hole, Ream tight Hole 7361' to 7457', trip to bottom, Circulate For Logs

## Time Log

Start Time	End Time	Dur (hr)	Cum Dur (hr)	Aty Code	Activity	Com
06:00	08:00	2.00	2.00	6	TRIPS	Lay Down DP & BHA
08:00	10:00	2.00	4.00	11	WIRELINE LOGS	Safety Meeting ,Rig up Halliburton, Wait on Wireline Sheave hang off Ring
10:00	16:00	6.00	10.00	11	WIRELINE LOGS	Pick up Tools, Run Open Hole Logs - 1 Run, Triple Combo w/ HFDT & IDT, Hole Bridged @ 7420', Log Out from 7412' to 1050'
16:00	00:00	8.00	18.00	6	TRIPS	Pick up Weatherford Drop Off Logging Tools , Trip In Hole, Break circ. Every 1000'
00:00	01:00	1.00	19.00	5	COND MUD & CIRC	Circulate Kill Pill out of Hole
01:00	03:00	2.00	21.00	3	REAMING	Wash & Ream 7361' to 7457'
03:00	03:30	0.50	21.50	6	TRIPS	Trip In hole
03:30	06:00	2.50	24.00	5	COND MUD & CIRC	Circulate for Logs @ 8075', Wait on Weatherford

## Mud Checks

8,090.0ftKB, 7/18/2015 10:30

Type	Time	Depth (ftKB)	Density (lb/gal)	Funnel Viscosity (s/qt)	PV Override (cP)	YP OR (lb/100ft²)						
DAP	10:30	8,090.0	9.85	37	6.0	8.000						
Gel 10 sec (lb/100ft²)	14.000	Gel 10 min (lb/100ft²)	20.000	Filtrate (mL/30min)	24.0	Filter Cake (1/32")	pH	8.5	Sand (%)	0.5	Solids (%)	11.5
MBT (lb/bbl)	Alkalinity (mL/mL)	Chlorides (mg/L)	3,000.000	Calcium (mg/L)	Pf (mL/mL)	0.1	Pm (mL/mL)	0.100	Gel 30 min (lb/100ft²)			
Whole Mud Added (bbl)	Mud Lost to Hole (bbl)	Mud Lost to Surface (bbl)	Reserve Mud Volume (bbl)	Active Mud Volume (bbl)								

## Drill Strings

## BHA #2, Slick

Bit Run 2	Drill Bit 7 7/8in, MDi616, JK1346	Length (ft) 1.00	IADC Bit Dull 1-1-NO-A-X-0-NO-TD	TFA (incl Noz) (in²) 1.80	BHA ROP... 43.7
Nozzles (1/32") 16/16/16/16/16/16		String Length (ft) 551.34		Max Nominal OD (in) 6.500	

## String Components

Smith MDi616, MUD MOTOR, Drill Collar, HWDP

## Comment

Smith MDi616, (Hunting MM 6.5", 7/8, 3.3 Stg, 1.5°, Fixed .16 RPG)(7-6.25 x 2.5"DC) (10-4.5"HWDP)

## Drilling Parameters

Wellbore	Start (ftKB)	End Depth (ftKB)	Cum Depth (ft)	Cum Drill Time (hr)	Int ROP (ft/hr)	Q Flow (gpm)	WOB (1000lbf)	RPM (rpm)	SPP (psi)	Drill Str Wt (1000lbf)	PU Str Wt (1000lbf)	Drill Tq
Original Hole	8,090.0	8,090.0	655.00	15.00								

AFE Number 1703615US	
Start Depth (ftKB) 8,090.0	End Depth (ftKB) 8,090.0
Target Formation Wasatch	Target Depth (ftKB) 8,073.0
Last Casing String Surface, 1,058.0ftKB	
<b>Daily Contacts</b>	
Job Contact	Mobile
Floyd Mitchell	435-823-3608
Brent Bascom	970-250-2928
Scott Seely	435-828-1101

## Rigs

## Capstar Drilling, 316

Contractor Capstar Drilling	Rig Number 316
Rig Supervisor Eric Thompson	Phone Mobile 307-259-8473

## 1, Gardner-Denver, PZ-9

Pump # 1	Pwr (hp)	Rod Dia (in)
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079
P (psi)	Slow Spd	Strokes (s...) Eff (%)

## 2, Gardner-Denver, PZ-9

Pump # 2	Pwr (hp)	Rod Dia (in)
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079
P (psi)	Slow Spd	Strokes (s...) Eff (%)

## Mud Additive Amounts

Des	Field Est (Cost/unit)	Consumed
Barite	10.50	207.0
Chem Seal	16.50	7.0
Engineering	450.00	1.0
Hole Seal	21.00	36.0
Pac-R	167.50	3.0
Rental	50.00	1.0
Sawdust	4.50	2.0
Sea Mud	15.50	40.0
Tax	1.00	124.21
Trucking	1.00	800.0

## Safety Checks

Time	Type	Des

## Wellbores

Wellbore Name	KO MD (ftKB)
Original Hole	



## Daily Drilling Report

Report for: 7/19/2015  
Report #: 13.0, DFS: 8.81  
Depth Progress: 0.00

Well Name: GARDNER 12-36-3-2E

UWI/API 43-047-55095		Surface Legal Location			License #							
Spud Date 6/17/2015 10:00		Date TD Reached (wellbore) 7/17/2015 20:30		Rig Release Date 7/20/2015 08:55		Ground Elevation (ft) 4,802.00		Orig KB Elev (ft) 4,814.00				
Completion Type												
Weather Clear		Temperature (°F) 89.0			Road Condition Good		Hole Condition Good					
Operation At 6am Run 5.5" Production Casing @ 2500'				Operation Next 24hrs Finish Running 5.5" Production Casing, Cement Casing, Nipple Down BOP, Clean Pits, Release Rig								
24 Hr Summary Circulate for logs, Rig up Weatherford Wireline & Deploy Shuttle Logging Tools, Well Began Flowing, Circulate out Kick Through Choke, Spot Kill Pill, log out from 8048' to 7000', Lay Down Drill Pipe, & Logging Tools, Rig up & Run 5.5" Production Casing.												
<b>Time Log</b>												
Start Time	End Time	Dur (hr)	Cum Dur (hr)	Aty Code	Activity	Com						
06:00	10:30	4.50	4.50	5	COND MUD & CIRC	Circulate & Condition mud @ 8075', Wait on loggers						
10:30	11:00	0.50	5.00	6	TRIPS	Lay down 5 Jts DP to 7878'						
11:00	14:00	3.00	8.00	11	WIRELINE LOGS	Rig Up Weatherford Wireline, Pick Up Logging Tools, Run In Hole & Disconnect Wireline .						
14:00	16:00	2.00	10.00	5	COND MUD & CIRC	Well Flowing, Shut In Well & Circulate Bottoms Up Through Choke - Open Annular Preventer ,Circulate 2nd Bottoms Up , Spot 11.0 ppg Kill Pill, f/ 5500' to 4200'.						
16:00	17:30	1.50	11.50	11	WIRELINE LOGS	Pull Out of Hole W/ Wire line. Rig Down Wireline Sheaves & Pack off						
17:30	18:30	1.00	12.50	11	WIRELINE LOGS	Shuttle Log from 8048' to 7000'						
18:30	00:30	6.00	18.50	6	TRIPS	Lay Down drill Pipe						
00:30	01:30	1.00	19.50	11	WIRELINE LOGS	Lay Down Weatherford Logging Tools, Download Logs						
01:30	06:00	4.50	24.00	12	RUN CASING & CEMENT	Rig up & Run 5.5" Production Casing						
<b>Mud Checks</b>												
8,090.0ftKB, 7/19/2015 09:30												
Type DAP	Time 09:30	Depth (ftKB) 8,090.0	Density (lb/gal) 10.00	Funnel Viscosity (s/qt) 35	PV Override (cP) 8.0	YP OR (lb/100ft²) 5.000						
Gel 10 sec (lb/100ft²) 6.000	Gel 10 min (lb/100ft²) 14.000	Filtrate (mL/30min) 42.0	Filter Cake (1/32")	pH 8.5	Sand (%) 1.0	Solids (%) 12.5						
MBT (lb/bbl)	Alkalinity (mL/mL)	Chlorides (mg/L) 2,000.000	Calcium (mg/L)	Pf (mL/mL) 0.1	Pm (mL/mL) 0.100	Gel 30 min (lb/100ft²)						
Whole Mud Added (bbl)	Mud Lost to Hole (bbl)	Mud Lost to Surface (bbl)	Reserve Mud Volume (bbl)	Active Mud Volume (bbl)								
<b>Drill Strings</b>												
<b>BHA #3, Slick</b>												
Bit Run 3	Drill Bit 7 7/8in, <model>, <sn>	Length (ft) 1.00	IADC Bit Dull 1-2-WT-S-X-0-NO-TD	TFA (incl Noz) (in²)	BHA ROP...							
Nozzles (1/32")	String Length (ft) 643.58	Max Nominal OD (in) 6.125										
String Components Weatherford, Landing Sub, xo Sub												
Comment 7 7/8" Core Bit, Landing Sub, XO Sub												
<b>Drilling Parameters</b>												
Wellbore	Start (ftKB)	End Depth (ftKB)	Cum Depth (ft)	Cum Drill Time (hr)	Int ROP (ft/hr)	Q Flow (gpm)	WOB (1000lbf)	RPM (rpm)	SPP (psi)	Drill Str Wt (1000lbf)	PU Str Wt (1000lbf)	Drill Tq
Original Hole	8,090.0					394			575.0			
AFE Number 1703615US												
Start Depth (ftKB) 8,090.0		End Depth (ftKB) 8,090.0										
Target Formation Wasatch		Target Depth (ftKB) 8,073.0										
Last Casing String Surface, 1,058.0ftKB												
<b>Daily Contacts</b>												
Job Contact					Mobile							
Scott Seely					435-828-1101							
Brent Bascom					970-250-2928							
<b>Rigs</b>												
<b>Capstar Drilling, 316</b>												
Contractor Capstar Drilling					Rig Number 316							
Rig Supervisor Eric Thompson					Phone Mobile 307-259-8473							
<b>1, Gardner-Denver, PZ-9</b>												
Pump # 1	Pwr (hp)	Rod Dia (in)										
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079										
P (psi)	Slow Spd	Strokes (s...)	Eff (%)									
<b>2, Gardner-Denver, PZ-9</b>												
Pump # 2	Pwr (hp)	Rod Dia (in)										
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079										
P (psi)	Slow Spd	Strokes (s...)	Eff (%)									
<b>Mud Additive Amounts</b>												
Des	Field Est (Cost/unit)	Consumed										
Engineering	450.00	1.0										
Hole Seal	21.00	24.0										
Pallet	20.00	1.0										
Rental	50.00	1.0										
Sea Mud	15.50	106.0										
Shrink Wrap	20.00	1.0										
Tax	1.00	135.34										
<b>Safety Checks</b>												
Time	Type	Des										
<b>Wellbores</b>												
Wellbore Name					KO MD (ftKB)							
Original Hole												



## Daily Drilling Report

Report for: 7/20/2015  
Report #: 14.0, DFS: 9.81  
Depth Progress: 0.00

Well Name: GARDNER 12-36-3-2E

UWI/API 43-047-55095		Surface Legal Location		License #	
Spud Date 6/17/2015 10:00		Date TD Reached (wellbore) 7/17/2015 20:30		Rig Release Date 7/20/2015 08:55	
		Ground Elevation (ft) 4,802.00		Orig KB Elev (ft) 4,814.00	
Completion Type					
Weather Clear		Temperature (°F) 87.0		Road Condition Good	
				Hole Condition Good	
Operation At 6am			Operation Next 24hrs Rig Down & Stack Out Capstar 316		

24 Hr Summary  
Ran 186 Jts. 5.5", 1'7 lb/ft CP-80 Production Casing, Set @ 8070', Landed casing HANGER W/ 125K. Rig up Halliburton, Pressure Test lines to 5000 psi. Pump 10 bbl Fresh Water, 223 bbl (450 sx) 11.0 ppg, 2.78 cuft/sk Lead Cement @ 6 bbl/min., 160 bbl (540 sx) 13.1 ppg, 1.66 cuft/sk Tail cement @ 5 bbl/min, Good Returns. Displace w/ 186 bbl. Fresh water - Returns slowed to 1/4 bbl/min @ 3 bbl/min. slow pump Rate 1750 psi lift pressure @ 2 bbl/min. Land Latch Down Plug w/ 2375 psi, Floats Held. No cement to Surface. Rig down Halliburton, L/D Landing Jt., Nipple down BOP, Clean Pits, Release Rig @ 18:30, 7/20/2015.

## Time Log

Start Time	End Time	Dur (hr)	Cum Dur (hr)	Aty Code	Activity	Com
06:00	10:30	4.50	4.50	12	RUN CASING & CEMENT	Rig Up & Run 186 Jts. 5.5" 17 lb/ft, CP-80 LT&C Production Casing, Set @ 8070', Float Collar Set @ 8024', Wasatch Marker Set @ 7257', TGR3 Marker set @ 5516', Landed Casing Hanger w/ 115K
10:30	14:00	3.50	8.00	12	RUN CASING & CEMENT	Rig up Halliburton, Pressure Test lines to 5000 psi. Pump 10 bbl Fresh Water, 191 bbl (455 sx) 11.0 ppg, 2.78 cuft/sk Lead Cement @ 5 bbl/min., 160 bbl (540 sx) 13.1 ppg, 1.66 cuft/sk Tail cement @ 5 bbl/min, Good Returns. Displace w/ 186 bbl. Fresh water - Returns slowed to 1/4 bbl/min @ 3 bbl/min. slow pump Rate 1750 psi lift pressure @ 2 bbl/min. Land Latch Down Plug w/ 2375 psi, Floats Held. No cement to Surface.
14:00	14:30	0.50	8.50	12	RUN CASING & CEMENT	Rig Down Cementers. Lay Down CRT & Landing Joint
14:30	18:30	4.00	12.50	14	NIPPLE UP B.O.P	Nipple Down BOP, Clean Pits, Release Rig @ 18:30, 7/20/2015

## Mud Checks

&lt;depth&gt;ftKB, 7/20/2015 06:00

Type	Time	Depth (ftKB)	Density (lb/gal)	Funnel Viscosity (s/qt)	PV Override (cP)	YP OR (lb/100ft²)
	06:00					
Gel 10 sec (lb/100ft²)	Gel 10 min (lb/100ft²)	Filtrate (mL/30min)	Filter Cake (1/32")	pH	Sand (%)	Solids (%)
MBT (lb/bbl)	Alkalinity (mL/mL)	Chlorides (mg/L)	Calcium (mg/L)	Pf (mL/mL)	Pm (mL/mL)	Gel 30 min (lb/100ft²)
Whole Mud Added (bbl)	Mud Lost to Hole (bbl)	Mud Lost to Surface (bbl)	Reserve Mud Volume (bbl)	Active Mud Volume (bbl)		

8,090.0ftKB, 7/20/2015 11:30

Type	Time	Depth (ftKB)	Density (lb/gal)	Funnel Viscosity (s/qt)	PV Override (cP)	YP OR (lb/100ft²)
DAP	11:30	8,090.0	10.00	35	8.0	5.000
Gel 10 sec (lb/100ft²)	Gel 10 min (lb/100ft²)	Filtrate (mL/30min)	Filter Cake (1/32")	pH	Sand (%)	Solids (%)
MBT (lb/bbl)	Alkalinity (mL/mL)	Chlorides (mg/L)	Calcium (mg/L)	Pf (mL/mL)	Pm (mL/mL)	Gel 30 min (lb/100ft²)
Whole Mud Added (bbl)	Mud Lost to Hole (bbl)	Mud Lost to Surface (bbl)	Reserve Mud Volume (bbl)	Active Mud Volume (bbl)		

## Drill Strings

## BHA #3, Slick

Bit Run	Drill Bit	Length (ft)	IADC Bit Dull	TFA (incl Noz) (in²)	BHA ROP...
3	7 7/8in, <model>, <sn>	1.00	1-2-WT-S-X-0-NO-TD		
Nozzles (1/32")		String Length (ft)		643.58	Max Nominal OD (in)
					6.125

## String Components

Weatherford, Landing Sub, xo Sub

## Comment

7 7/8" Core Bit, Landing Sub, XO Sub

## Drilling Parameters

Wellbore	Start (ftKB)	End Depth (ftKB)	Cum Depth (ft)	Cum Drill Time (hr)	Int ROP (ft/hr)	Q Flow (gpm)	WOB (1000lbf)	RPM (rpm)	SPP (psi)	Drill Str Wt (1000lbf)	PU Str Wt (1000lbf)	Drill Tq
Original Hole	8,090.0					394			575.0			

AFE Number 1703615US	
Start Depth (ftKB) 8,090.0	End Depth (ftKB) 8,090.0
Target Formation Wasatch	Target Depth (ftKB) 8,073.0
Last Casing String Production, 8,070.6ftKB	

## Daily Contacts

Job Contact	Mobile
Scott Seely	435-828-1101
Brent Bascom	970-250-2928

## Rigs

## Capstar Drilling, 316

Contractor Capstar Drilling	Rig Number 316
Rig Supervisor Eric Thompson	Phone Mobile 307-259-8473

## 1, Gardner-Denver, PZ-9

Pump # 1	Pwr (hp)	Rod Dia (in)
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079
P (psi)	Slow Spd	Strokes (s...) Eff (%)

## 2, Gardner-Denver, PZ-9

Pump # 2	Pwr (hp)	Rod Dia (in)
Liner Size (in) 6	Stroke (in) 9.02	Vol/Stk OR (b...) 0.079
P (psi)	Slow Spd	Strokes (s...) Eff (%)

## Mud Additive Amounts

Des	Field Est (Cost/unit)	Consumed
Barite	10.50	112.0
Engineering	450.00	1.0
Hole Seal	21.00	6.0
Rental	50.00	1.0
Sawdust	4.50	21.0
Tax	1.00	16.37

## Safety Checks

Time	Type	Des

## Wellbores

Wellbore Name	KO MD (ftKB)
Original Hole	

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> FEE
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b>
		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well		<b>8. WELL NAME and NUMBER:</b> Gardner 12-36-3-2E
<b>2. NAME OF OPERATOR:</b> CRESCENT POINT ENERGY U.S. CORP		<b>9. API NUMBER:</b> 43047550950000
<b>3. ADDRESS OF OPERATOR:</b> 555 17th Street, Suite 750 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 720 880-3621 Ext	<b>9. FIELD and POOL or WILDCAT:</b> UNDESIGNATED
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 2134 FSL 0565 FWL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: NWSW Section: 36 Township: 03.0S Range: 02.0E Meridian: U		<b>COUNTY:</b> UINTAH
		<b>STATE:</b> UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
<b>TYPE OF SUBMISSION</b>	<b>TYPE OF ACTION</b>	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:  <input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 8/16/2015  <input type="checkbox"/> SPUD REPORT Date of Spud:  <input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> ALTER CASING <input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> DEEPEN <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> PLUG BACK <input checked="" type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> WILDCAT WELL DETERMINATION <input type="checkbox"/> OTHER OTHER: <input style="width: 100px;" type="text"/>	
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
<p>Crescent Point Energy US Corp reports the first production of hydrocarbons from Gardner State 12-36-3-2E on August 16, 2015.</p> <div style="text-align: right;"> <p><b>Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY August 20, 2015</b></p> </div>		
<b>NAME (PLEASE PRINT)</b> Kelly Beverlin	<b>PHONE NUMBER</b> 720 880-3635	<b>TITLE</b> Engineering Technician
<b>SIGNATURE</b> N/A		<b>DATE</b> 8/20/2015

**STATE OF UTAH**  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

AMENDED REPORT  FORM 8  
(highlight changes)

<b>WELL COMPLETION OR RECOMPLETION REPORT AND LOG</b>		5. LEASE DESIGNATION AND SERIAL NUMBER:
1a. TYPE OF WELL: OIL WELL <input type="checkbox"/> GAS WELL <input type="checkbox"/> DRY <input type="checkbox"/> OTHER _____		6. IF INDIAN, ALLOTTEE OR TRIBE NAME
b. TYPE OF WORK: NEW WELL <input type="checkbox"/> HORIZ. LATS. <input type="checkbox"/> DEEP-EN <input type="checkbox"/> RE-ENTRY <input type="checkbox"/> DIFF. RESVR. <input type="checkbox"/> OTHER _____		7. UNIT or CA AGREEMENT NAME
2. NAME OF OPERATOR:		8. WELL NAME and NUMBER:
3. ADDRESS OF OPERATOR: CITY _____ STATE _____ ZIP _____ PHONE NUMBER: _____		9. API NUMBER:
4. LOCATION OF WELL (FOOTAGES) AT SURFACE:  AT TOP PRODUCING INTERVAL REPORTED BELOW:  AT TOTAL DEPTH:		10 FIELD AND POOL, OR WILDCAT
		11. QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:
		12. COUNTY _____ 13. STATE <b>UTAH</b>

14. DATE SPUDDED:	15. DATE T.D. REACHED:	16. DATE COMPLETED: _____ ABANDONED <input type="checkbox"/> READY TO PRODUCE <input type="checkbox"/>	17. ELEVATIONS (DF, RKB, RT, GL):
18. TOTAL DEPTH: MD _____ TVD _____	19. PLUG BACK T.D.: MD _____ TVD _____	20. IF MULTIPLE COMPLETIONS, HOW MANY? *	21. DEPTH BRIDGE MD _____ PLUG SET: TVD _____
22. TYPE ELECTRIC AND OTHER MECHANICAL LOGS RUN (Submit copy of each)		23. WAS WELL CORED? NO <input type="checkbox"/> YES <input type="checkbox"/> (Submit analysis) WAS DST RUN? NO <input type="checkbox"/> YES <input type="checkbox"/> (Submit report) DIRECTIONAL SURVEY? NO <input type="checkbox"/> YES <input type="checkbox"/> (Submit copy)	

**24. CASING AND LINER RECORD (Report all strings set in well)**

HOLE SIZE	SIZE/GRADE	WEIGHT (#/ft.)	TOP (MD)	BOTTOM (MD)	STAGE CEMENTER DEPTH	CEMENT TYPE & NO. OF SACKS	SLURRY VOLUME (BBL)	CEMENT TOP **	AMOUNT PULLED

**25. TUBING RECORD**

SIZE	DEPTH SET (MD)	PACKER SET (MD)	SIZE	DEPTH SET (MD)	PACKER SET (MD)	SIZE	DEPTH SET (MD)	PACKER SET (MD)

26. PRODUCING INTERVALS					27. PERFORATION RECORD				
FORMATION NAME	TOP (MD)	BOTTOM (MD)	TOP (TVD)	BOTTOM (TVD)	INTERVAL (Top/Bot - MD)	SIZE	NO. HOLES	PERFORATION STATUS	
(A)								Open <input type="checkbox"/>	Squeezed <input type="checkbox"/>
(B)								Open <input type="checkbox"/>	Squeezed <input type="checkbox"/>
(C)								Open <input type="checkbox"/>	Squeezed <input type="checkbox"/>
(D)								Open <input type="checkbox"/>	Squeezed <input type="checkbox"/>

**28. ACID, FRACTURE, TREATMENT, CEMENT SQUEEZE, ETC.**

DEPTH INTERVAL	AMOUNT AND TYPE OF MATERIAL

29. ENCLOSED ATTACHMENTS: <input type="checkbox"/> ELECTRICAL/MECHANICAL LOGS <input type="checkbox"/> SUNDRY NOTICE FOR PLUGGING AND CEMENT VERIFICATION	<input type="checkbox"/> GEOLOGIC REPORT <input type="checkbox"/> CORE ANALYSIS	<input type="checkbox"/> DST REPORT <input type="checkbox"/> OTHER: _____	<input type="checkbox"/> DIRECTIONAL SURVEY	30. WELL STATUS:
---	--	--	---	------------------

**31. INITIAL PRODUCTION**

**INTERVAL A (As shown in item #26)**

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU – GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	INTERVAL STATUS:

**INTERVAL B (As shown in item #26)**

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU – GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	INTERVAL STATUS:

**INTERVAL C (As shown in item #26)**

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU – GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	INTERVAL STATUS:

**INTERVAL D (As shown in item #26)**

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU – GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	INTERVAL STATUS:

**32. DISPOSITION OF GAS (Sold, Used for Fuel, Vented, Etc.)**

**33. SUMMARY OF POROUS ZONES (Include Aquifers):**

Show all important zones of porosity and contents thereof: Cored intervals and all drill-stem tests, including depth interval tested, cushion used, time tool open, flowing and shut-in pressures and recoveries.

**34. FORMATION (Log) MARKERS:**

Formation	Top (MD)	Bottom (MD)	Descriptions, Contents, etc.	Name	Top (Measured Depth)

**35. ADDITIONAL REMARKS (Include plugging procedure)**

**36. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records.**

NAME (PLEASE PRINT) \_\_\_\_\_ TITLE \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

This report must be submitted within 30 days of

- completing or plugging a new well
- drilling horizontal laterals from an existing well bore
- recompleting to a different producing formation
- reentering a previously plugged and abandoned well
- significantly deepening an existing well bore below the previous bottom-hole depth
- drilling hydrocarbon exploratory holes, such as core samples and stratigraphic tests

\* ITEM 20: Show the number of completions if production is measured separately from two or more formations.

\*\* ITEM 24: Cement Top – Show how reported top(s) of cement were determined (circulated (CIR), calculated (CAL), cement bond log (CBL), temperature survey (TS)).

Send to: Utah Division of Oil, Gas and Mining Phone: 801-538-5340  
 1594 West North Temple, Suite 1210  
 Box 145801 Fax: 801-359-3940  
 Salt Lake City, Utah 84114-5801

Crescent Point Energy  
Gardner 12-36-3-2E - Actual

Unitah County  
SECTION 36 T3S, R2E  
Your Ref: CAPSTAR 316 RKB @ 4813.9'

Measured Depth (ft)	Incl.	Azim.	Vertical Depth (ft)	Northings (ft)	Eastings (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)
0	0	0	0	0	0	0	0
1086	1.5	239.89	1085.88	-7.13	-12.3	3.98	0.14
1172	1.45	224.42	1171.85	-8.47	-14.03	4.87	0.47
1257	1.76	181.53	1256.82	-10.55	-14.82	6.69	1.42
1343	1.63	141.01	1342.78	-12.82	-14.09	9.07	1.37
1428	1.27	120.8	1427.76	-14.24	-12.52	10.83	0.73
1514	1.58	78.7	1513.73	-14.49	-10.53	11.55	1.24
1599	1.1	86.34	1598.71	-14.21	-8.57	11.75	0.6
1685	1.1	90.83	1684.69	-14.17	-6.92	12.1	0.1
1770	1.1	103.66	1769.68	-14.38	-5.31	12.69	0.29
1856	1.32	104.01	1855.66	-14.81	-3.55	13.53	0.26
1942	1.36	105.42	1941.63	-15.32	-1.6	14.49	0.06
2027	1.41	113.24	2026.61	-16	0.33	15.62	0.23
2113	1.36	126.95	2112.58	-17.03	2.12	17.05	0.39
2198	1.23	133.89	2197.56	-18.27	3.58	18.6	0.24
2284	1.23	96.63	2283.54	-19.02	5.16	19.7	0.91
2370	1.19	99.97	2369.52	-19.28	6.96	20.39	0.09
2455	1.23	102.52	2454.51	-19.63	8.72	21.15	0.08
2541	0.97	108.93	2540.49	-20.07	10.31	21.95	0.33
2626	0.83	118.69	2625.48	-20.6	11.53	22.76	0.24
2712	0.79	125.9	2711.47	-21.24	12.56	23.63	0.13
2797	0.92	144.09	2796.46	-22.14	13.43	24.71	0.35
2883	1.01	154.99	2882.45	-23.39	14.16	26.09	0.24
2969	1.23	88.28	2968.44	-24.04	15.4	27.03	1.45
3054	1.14	95.31	3053.42	-24.1	17.15	27.5	0.2
3140	1.01	104.1	3139.4	-24.36	18.74	28.14	0.24
3226	0.88	138.11	3225.39	-25.04	19.92	29.07	0.66
3311	0.97	148.13	3310.38	-26.13	20.73	30.33	0.22
3396	1.19	101.99	3395.37	-26.93	21.97	31.4	1.02
3482	1.1	127.04	3481.35	-27.61	23.51	32.43	0.59
3567	1.19	152.96	3566.33	-28.89	24.56	33.92	0.61
3653	0.97	93.99	3652.32	-29.73	25.69	35.02	1.26

3739	0.97	110.43	3738.31	-30.04	27.1	35.65	0.32
3824	0.97	139.43	3823.3	-30.84	28.24	36.7	0.57
3910	1.05	152.88	3909.28	-32.09	29.07	38.11	0.29
3995	1.27	139.17	3994.27	-33.5	30.05	39.71	0.41
4081	2.42	190.93	4080.23	-36	30.32	42.21	2.23
4167	2.11	190.23	4166.16	-39.34	29.7	45.3	0.36
4252	2.5	193.04	4251.09	-42.69	29	48.39	0.48
4338	2.5	186.63	4337.01	-46.38	28.36	51.82	0.32
4423	2.46	189.61	4421.93	-50.02	27.84	55.23	0.16
4509	2.33	165.09	4507.86	-53.53	27.99	58.67	1.19
4595	3.12	178.19	4593.76	-57.56	28.51	62.7	1.16
4680	2.9	178.89	4678.64	-62.02	28.62	67.06	0.26
4766	1.67	161.75	4764.57	-65.38	29.06	70.44	1.62
4851	2.11	174.23	4849.53	-68.12	29.6	73.22	0.71
4937	2.15	188.12	4935.47	-71.29	29.54	76.28	0.6
5108	0.61	152.17	5106.41	-75.27	29.51	80.14	0.99
5193	0.97	169.05	5191.41	-76.37	29.86	81.3	0.5
5278	1.54	178.89	5276.39	-78.22	30.01	83.13	0.71
5363	1.85	190.23	5361.35	-80.72	29.79	85.5	0.54
5449	2.24	193.04	5447.29	-83.72	29.17	88.27	0.47
5534	2.24	189.61	5532.23	-86.98	28.52	91.27	0.16
5620	2.55	194.19	5618.15	-90.49	27.77	94.5	0.42
5705	2.68	184.43	5703.07	-94.3	27.15	98.06	0.54
5791	2.81	186.45	5788.97	-98.4	26.76	101.94	0.19
5876	1.8	178.89	5873.9	-101.81	26.55	105.2	1.24
5962	2.33	176.26	5959.84	-104.9	26.69	108.24	0.63
6048	2.59	175.99	6045.76	-108.58	26.94	111.87	0.3
6133	2.42	163.77	6130.68	-112.22	27.57	115.56	0.66
6219	2.59	166.94	6216.6	-115.86	28.52	119.32	0.25
6304	3.03	170.1	6301.5	-119.94	29.34	123.48	0.55
6390	2.11	160.08	6387.41	-123.67	30.27	127.32	1.19
6475	2.11	163.69	6472.35	-126.64	31.24	130.44	0.16
6561	2.42	165.36	6558.29	-129.92	32.15	133.84	0.37
6646	2.29	167.55	6643.21	-133.31	32.97	137.33	0.19
6732	2.64	168.61	6729.13	-136.93	33.73	141.03	0.41
6818	2.24	168.08	6815.06	-140.52	34.47	144.68	0.47
6903	2.46	166.15	6899.98	-143.92	35.25	148.17	0.28
6989	2.33	167.82	6985.91	-147.42	36.06	151.76	0.17
7074	2.42	161.67	7070.84	-150.81	36.99	155.28	0.32
7160	2.42	163.77	7156.76	-154.28	38.06	158.9	0.1
7246	2.68	167.2	7242.67	-157.98	39.02	162.73	0.35
7331	2.55	166.24	7327.59	-161.75	39.91	166.6	0.16
7435	2.55	166.24	7431.48	-166.25	41.01	171.23	0
8090	2.55	166.24	8085.83	-194.55	47.94	200.37	0

All data are in feet unless otherwise stated. Directions and coordinates are relative to True North.

Vertical depths are relative to Gardner 12-36-3-2E. Northings and Eastings are relative to Well.

The Dogleg Severity is in Degrees per 100 feet.

Vertical Section is from Slot and calculated along an Azimuth of 166.158° (True).

Coordinate System is North American Datum 1983 US State Plane 1983, Utah Central Zone.

Central meridian is -111.500°.

Grid Convergence at Surface is 1.137°.

Based upon Minimum Curvature type calculations, at a Measured Depth of 8090.00ft.,  
the Bottom Hole Displacement is 200.37ft., in the Direction of 166.158° (True).

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	<b>FORM 9</b>
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	5. LEASE DESIGNATION AND SERIAL NUMBER: FEE
	6. IF INDIAN, ALLOTTEE OR TRIBE NAME:
	7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: Gardner 12-36-3-2E
2. NAME OF OPERATOR: CRESCENT POINT ENERGY U.S. CORP	9. API NUMBER: 43047550950000
3. ADDRESS OF OPERATOR: 555 17th Street, Suite 750 , Denver, CO, 80202	PHONE NUMBER: 720 880-3621 Ext
4. LOCATION OF WELL FOOTAGES AT SURFACE: 2134 FSL 0565 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: NWSW Section: 36 Township: 03.0S Range: 02.0E Meridian: U	9. FIELD and POOL or WILDCAT: UNDESIGNATED
	COUNTY: UINTAH
	STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 10/19/2015	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input checked="" type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	<input type="checkbox"/> TEMPORARY ABANDON
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> APD EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> OTHER	OTHER: <input style="width: 100px;" type="text"/>

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.  
 Please see attached application to commingle production formations for Gardner 12-36-3-2E

**Approved by the**  
**November 16, 2015**  
**Oil, Gas and Mining**

**Date:** \_\_\_\_\_  
**By:** DeKQ

<b>NAME (PLEASE PRINT)</b> Valari Cray	<b>PHONE NUMBER</b> 303 880-3637	<b>TITLE</b> Drilling And Completion Tech
<b>SIGNATURE</b> N/A	<b>DATE</b> 10/19/2015	



October 16, 2015

Utah Division of Oil, Gas & Mining  
Attention: Dustin Doucet  
1594 West North Temple, Suite 1120  
Salt Lake City, Utah 84116

RE: Sundry Notices  
Gardner 12-36-3-2E  
Uintah County, UT

Dear Mr. Doucet:

Crescent Point Energy has submitted Sundry Notices to commingle production from the Wasatch and Green River formations in the subject well. Pursuant to the Utah OGM regulations, we have enclosed a copy of the Sundry Notice, a plat showing the owners of contiguous leases, as well as an affidavit confirming notice.

If you should have any questions regarding these Sundry Notices, please feel free to contact me at 303-308-6786.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ryan Waller'.

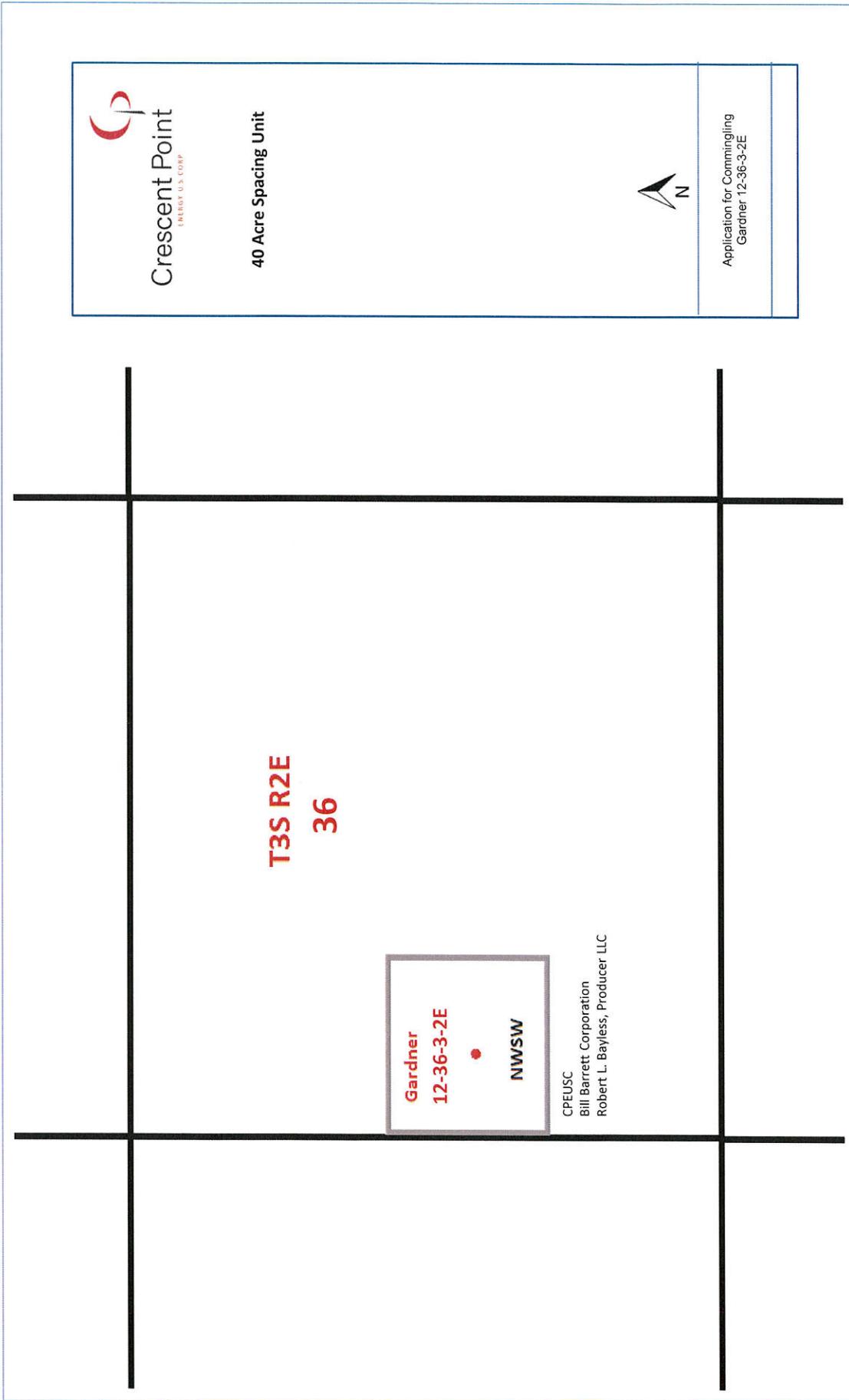
Ryan Waller  
District Landman

Enclosures

In accordance with Utah Division of Oil, Gas, and Mining's Rule 649-3-22, Completion Into Two Or More Pools, Crescent Point Energy is submitting this sundry to request commingling approval for the Wasatch and Green River formations based on the following conclusions:

- Oil and associated gas compositions are similar across all formations.
- The respective well is located within a 40-acre unspaced unit
- The pressure profile across the formations is similar and Crescent Point Energy does not anticipate any cross flow.
- Following commingling, production will be considered to be from one pool.
- In the event that allocation by zone or interval is required, Crescent Point Energy would use representative sampling obtained from production logs and allocate on a percentage basis by zone or interval.

A letter, an affidavit(s) of notice, and plat are attached.



40 Acre Spacing Unit



Application for Commingling  
Gardner 12-36-3-2E

T3S R2E  
36

Gardner  
12-36-3-2E  
NWSW

CPEUSC  
Bill Barrett Corporation  
Robert L. Bayless, Producer LLC

**AFFIDAVIT OF NOTICE**

Ryan Waller, of lawful age, after having first duly sworn upon his oath, disposes and states:

That he is employed by Crescent Point Energy U.S. Corp. ("Crescent Point") as District Landman. Crescent Point has submitted Sundry Notices to commingle production from the Wasatch and Green River formations in the following well within the Randlett Exploration and Development Agreement Area:

Gardner 12-36-3-2E:                      NWSW Section 36 T3S-R2E

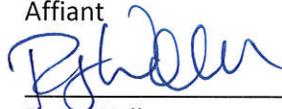
That in compliance with the Utah OGM regulation R649-3-22, I have provided a copy of the Sundry Notice, via certified mail, to the owners (see listed below) of all contiguous oil and gas leases or drilling units overlying the pool.

Bill Barrett Corporation  
1099 18<sup>th</sup> St, Suite 2300  
Denver, CO 80202

Robert L. Bayless, Producer LLC  
621 17<sup>th</sup> St, Suite 2300  
Denver, CO 80293

Date: October 16, 2015

Affiant



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Ryan Waller

District Landman